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PART-- I--Orders and Notifications by the Government of Tripura,
The High Court, Government Treasury etc.

Government of Tripura
Directorate of Industries & Commerce
Khejurbagan, Agartala

F.NO.II-1(22)/GEO/DI/TSMMCR/2025/7609 Dated, Agartala,18th April,2026

NOTIFICATION

In exercise of power conferred by section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957) the Government of Tripura is pleased to make the following Rules regulating the grant of mining leases and other concessions in respect of minor minerals in the State of Tripura and for the purpose connected therewith.

The Rules may be called Tripura Minor Mineral Concession Rules, 2025 and this rule shall come into force from the date of its publication in the Official Gazette.

(Kiran Gitte, IAS)
Secretary to the Govt. of Tripura
Industry &Commerce Department

Tripura Minor Mineral Concession Rules, 2025
TRIPURA, INDIA

In exercise of the powers conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No of 67 of 1957), and in suppression of all the rules made on this behalf and in this regard, the Government of Tripura hereby makes the following rules to carry out the purposes of the Act: -

Chapter I

Preliminary

1. Short title and commencement

(1) These rules may be called the 'Tripura Minor Mineral Concession Rules, 2025';

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions:-

(1) In these rules, unless the context otherwise requires-

(a) "Act" means the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957);

(b) "agent" when used in relation to a mine, means a person specified under sub-clause(c) of sub- section (1) of section 2 of the Mines Act, 1952 (35 of 1952);

(c) "auction premium" means the premium as specified in sub-rule (2) of rule 10;

(d) "bank guarantee" means a guarantee to be in Form A or Form W by a bank for acceptance of bank guarantees as security deposit and earnest money deposit;

(e) "beneficiation" means processing of minerals or ores for the purpose of upgrading the quality, purity or assay grade of the desired product by removing unwanted constituents like gangue minerals or tailings;

(f) "Cluster" means a group of more than one mines formed when the distance between the peripheries of one lease is less than five hundred metres from the periphery of the other lease in a homogeneous mineral area;

(g) "Committee" means a committee constituted under Rule 49 for the purpose of revision under Chapter XIII;

(h) "cores" means the samples of subsurface rocks or mineralized zone

obtained during the drilling of boreholes;

(i) "Dead rent" means the amount payable by a quarry lease holder, calculated on the basis of the area leased and not on the quantity of minerals extracted or removed;

(j) "Financial assurance" or performance security means a bank guarantee or a non-interest-bearing security deposit to be furnished by quarry lease holder;

(k) "Form" means a Form appended to these rules;

(l) "Government" means the Government of Tripura or the Government of India, as the case may be

(m) "Illegal mining" shall have the meaning assigned to such term in the rules made by the Government under section 23C of the Mines and Minerals (Development and Regulation) (MMDR) Act, 1957.

(n) "landowner" means the owner of a part of the lands in respect of which a quarry lease is granted under these rules;

(o)"manager" when used in relation to a mine, means a person as specified under section 17 of the Mines Act, 1952 (35 of 1952);

(p) "mineral concession" means a quarry permit or a quarry lease, as may be applicable;

(q) "mining plan" means a mining plan prepared under these rules and duly approved by the Government for the development of mineral deposits in the area concerned and includes a scheme of mining required to be submitted as per the provisions of these rules;

(r) "quarry lease" means a lease granted for mining and quarrying operations in respect of minor minerals;

(s) "quarry permit" means a permit granted pursuant to the provisions of Chapter IV;

(t) "rules" means the Tripura Minor Mineral Concession Rules,2025;

(u) "Schedule" means a Schedule appended to these rules;

(v)"Scheduled Area" includes tribal areas, and scheduled area and tribal area shall have the same meaning as assigned to them under Article 244 of the Constitution of India;

(w) "section" means a section of the Act;

(x) "successful bidder" means the bidder referred to in sub-rule (1) of rule 4;

(y)"tender document" means the tender document issued by the Government for conduct of an auction for grant of quarry lease under

Chapter II;

(z) "value of estimated resources" means an amount equal to the product of-

(i) the estimated quantity of mineral resources for which the mineral block is being auctioned, expressed in metric tonne; and

(ii) the last available price per metric tonne of such mineral, published by Government; and

(2) The words and expressions used in these rules but not defined herein above shall have the same meaning as assigned to them in the Act or the rules made thereunder.

CHAPTER II: QUARRY LEASE

(3) **Evidence of mineral resources: -**

Evidence of mineral resources shall be established in accordance with the parameters prescribed in Schedule I.

(4) Grant of quarry lease: -

(1) A quarry lease shall be granted by the Government through an auction process as prescribed herein. Any person submitting a bid for grant of a quarry lease shall be required to fulfil the eligibility conditions prescribed in Schedule II. The terms and conditions specified in Schedule II shall be used only for the purposes of determination of eligibility of a bidder and the successful bidder shall be decided solely on the basis of financial bids submitted by the eligible bidders.

(2) The following shall be the pre-requisites for conduct of an auction for grant of a quarry lease, namely: -

(a) evidence of mineral resources shall have been established in the proposed quarry lease area in accordance with the parameters prescribed in Schedule I;

(b) the quarry lease area shall be identified and demarcated using differential global positioning system and shall have a topographic and geological map prepared using total station. The extent of the area so demarcated shall include the area required for all activities falling under the definition of a 'mine' as defined in clause (j) of sub-section (1) of section 2 of the Mines Act 1952 (35 of 1952), including non- mineralized area;

(c) the quarry lease area so demarcated shall be classified into forest land, land owned by the Government and land not owned by the Government and any Scheduled Area comprised therein shall also be identified;

(d) the price per metric tonne of the minerals shall have been published by the Government at least once in the twelve months immediately preceding the auction;

(e) the Government shall provide details of the areas over which a quarry lease is proposed to be granted in the following manner, namely:

(i) in two daily newspapers circulating in such area, of which one shall be in the regional language;

(ii) in the local language in the Panchayat, Municipality or Municipal Corporation, as the case may be and in the offices of the District Magistrate, the Sub-divisional Magistrate and the Tehsil, as applicable;

(iii) on the website of the Government;

(iv) on the electronic auction portal; and

(f) if the area over which a quarry lease is proposed to be granted comprises of a Scheduled Area, the prior approval of the Tripura Tribal Areas Autonomous District Council (TTAADC) for such grant shall have been obtained.

(3) In case of an auction with respect to a Scheduled Area, the Government may, subject to the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 and other applicable laws for the time being in force, identify the areas, excluding areas where a mineral concession is subsisting in which evidence of mineral resources has been established in accordance with the parameters prescribed in Schedule I.

(5) **Notice Inviting Tender and Tender Document**: -

(1) The Government shall issue a notice inviting tender to commence the auction process and such notice shall contain the following, namely:-

(a) brief particulars regarding the area under auction, identified and demarcated in accordance with clauses (b) and (c) of sub-rule (2) of rule 4;

(b) estimated mineral resources and brief particulars regarding evidence of mineral resources with respect to all minerals discovered in the area in accordance with the provisions of Schedule I;

(c) particulars of reservation of the mineral block for any specified end-use. In cases where the Government reserves one or more minerals within a block for any specified end-use in the tender document, such minerals shall be utilized solely for the specified end-use and shall not be sold or transferred or otherwise disposed of, either directly or indirectly. Utilization, sale, transfer and other disposal of any mineral for which no end-use has been specified or which is subsequently discovered, shall be subject to such terms and conditions as specified in the rules;

(2) The tender document issued by the Government shall contain: -

(a) A geological report pursuant to Schedule I, specifying particulars and estimated quantities of all minerals discovered in the area;

(b) revenue survey details of the area identified and demarcated in accordance with clauses (b) and (c) of sub-rule (2) of rule 4; and

(c) list of clearances and permissions already obtained with respect to such area.

(6) Auction Process: -

The auction shall be an ascending forward online electronic auction and shall comprise of the following rounds, namely: -

(1) First Round of Auction. - The first round of auction shall be held in the following manner: -

(a) the bidders shall submit-

(i) a technical bid comprising amongst others, documentary evidence to confirm eligibility to participate in the auction, bid security and such other documents and payments as may be specified in the tender document; and

(ii) an initial premium offer which shall be a percentage of the value of mineral despatched and shall not be lower than the base premium.

Notwithstanding anything to the contrary contained in this sub-rule (1), the bidders submitting an initial premium offer less than the base premium shall stand disqualified ab-initio from the bidding process and such bidders shall not be considered as technically qualified bidders. The initial premium offer submitted by such bidders shall also not be valid.

(b) Subject to clause (a) above, the bidders who are found to be eligible in accordance with sub-rule (1) of rule 4 and the terms and conditions of the tender document shall be referred to as the "technical qualified bidders".

(c) The technically qualified bidders shall be ranked on the basis of the descending initial premium offer submitted by them and technically qualified bidders holding the first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five technically qualified bidders, whichever is higher, shall qualify as qualified bidders for participating in the second round of electronic auction:

Provided that if the number of technically qualified bidders is between three and five, then all the technically qualified bidders shall be considered as qualified bidders:

Provided further that in the event of identical initial premium offers being submitted by two or more technically qualified bidders, all such technically qualified bidders shall be assigned the same rank for the purposes of determination of qualified bidders and in such case, the qualified bidders shall be determined in accordance with the following:

(i) the total number of ranks shall be divided in half (rounded off to the higher integer), and the technically qualified bidders holding the top half of the ranks, shall be considered to be qualified bidders; or

(ii) if sub-clause (i) results in the number of qualified bidders being less than five, then one or more additional rank(s) in the bottom half shall

also be considered, until such additional rank where the number of qualified bidders is not less than five.

It is clarified that, if more than one technically qualified bidder holds such additional ranks (on account of their initial premium offer being identical), then all such technically qualified bidders shall be considered to be qualified bidders

Illustration:

Case A:

In the event there are a total of ten technically qualified bidders - TQB1-TQB10 and each technically qualified bidder submits a different initial premium offer and they are ranked on the basis of the descending initial premium offer submitted by them in the following manner, TQB1(technically qualified bidders1), TQB2(technically qualified bidders 2), TQB3 (technically qualified bidders3), TQB4(technically qualified bidders 4, TQB5 (technically qualified bidders 5), TQB6 (technically qualified bidders 6), TQB7(technically qualified bidders 7), TQB8 (technically qualified bidders 8), TQB9 (technically qualified bidders 9)and TQB10 (technically qualified bidders 10).

then the technically qualified bidders holding the first fifty per cent of ranks i.e. TQB1-TQB5 shall be considered to be qualified bidders.

Case B:

However, if the initial premium offer of the following technically qualified bidder is identical:

[I] TQB1 and TQB2;

[II] TQB4 and TQB5; and

[III] TQB7, TQB8 and TQB9;

then pursuant to sub-clause (i) of second proviso to clause (c), the technically qualified bidders holding one of half of total of six ranks being ranks 1, 2 and 3 i.e. TQB 1 and TQB2; TQB3; and TQB 4 and TQB5 shall be qualified bidders. As such number of qualified bidders is equal to five, sub-clause (ii) of second proviso to clause (c) shall not apply.

Case C:

However, if the initial premium offer of the following technically qualified bidder is identical:

(I) TQB 5; TQB6 and TQB7;

(II) TQB8; TQB9, and TQB10;

then pursuant to sub-clause (i) of second proviso to clause (c), the total

number of ranks shall be six, however the technically qualified bidders holding the top three ranks shall be less than five i.e. TQB1, and TQB2, TQB3.

In such case if one additional rank is considered then the technically qualified bidder holding rank 4 i.e. TQB4 shall be included, however the total number of qualified bidders shall still be less than five. Accordingly, rank 5 would also be considered and the final list of qualified bidders shall be - TQB1, TQB2, TQB3, TQB4, TQB5, TQB6, TQB7 i.e. a total of seven.

(d) The auction process shall be annulled in situations where the total number of technically qualified bidders or qualified bidders are less than three:

Provided that the Government may, in its discretion, decide not to annul the auction process if in the third or subsequent attempt, the total number of technically qualified bidders or qualified bidders continues to be less than three. The Government may, in such case, decide to consider the technically qualified bidders as qualified bidders or to consider the existing qualified bidders, so as to continue with the bidding process.

(2) **Second Round of Auction**. - The Second round of auction shall be held in the following manner:

(a) the highest initial premium offer amongst the qualified bidders shall be the floor premium for the second round of the electronic auction;

(b) the qualified bidders may submit their final premium offer which shall be a percentage of the value of mineral despatched and greater than the floor premium:

Provided that the final premium offer may be revised till the conclusion of the auction as specified in the tender document;

(c) the auction process shall be annulled if none of the qualified bidders submits a final premium offer on the online electronic auction portal;

(d) The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least 1 (one) Final Price Offer on the electronic auction platform, the Bid Security of all such Qualified Bidders who have submitted the highest initial price offer i.e. the applicable Floor Price for the second round of e-auction, shall be forfeited

(e) the qualified bidder who submits the highest final premium offer shall be declared as the "preferred bidder" immediately on conclusion of the auction.

(3) The auction process under sub-rules (1) and (2) shall be conducted

within the time period stipulated in the tender document.

(7) Grant procedure; -

(1) The preferred bidder shall submit the first installment being twenty per cent of the upfront payment as per rule 8, within such time frame as may be specified in the tender document.

(2) Upon receipt of the first installment of the upfront payment, the Government shall issue a "letter of intent" to the preferred bidder and the preferred bidder shall become the "successful bidder".

(3) The successful bidder shall fulfill the following conditions within a period of two years from the date of issuance of the letter of intent in case of minerals specified Part A-II or Part B of Schedule III and within a period of one year from the date of issuance of the letter of intent in case of minerals specified in Part A-I of Schedule III.

(a) continuing to be in compliance with all the terms and conditions of eligibility;

(b) furnishing performance security as specified in rule (9);

(c) satisfying the conditions specified in Chapter VIII with respect to a mining plan, including the mine closure plan;

(d) furnishing financial assurance as specified in rule 65;

(e) obtaining all consents, approvals, permits, no-objections, access rights and the like as may be required under applicable laws for commencement of mining operations;

(f) payment of exploration charges, if any; and

(g) satisfying such other conditions as may be specified by the Government in the tender document:

Provided that a successful bidder may request the Government to extend the time period so prescribed by it in the tender document, by filing an application for extension prior to the expiry of the originally prescribed period. The application for extension shall provide bona-fide reasons for seeking an extension. The Government may, at its sole discretion and for reasons to be recorded in writing, grant an extension to the successful bidder and in case the Government does not grant an extension, the letter of intent shall automatically expire in accordance with the terms thereof.

(4) Upon fulfillment of the conditions specified in sub-rule (3), the successful bidder shall pay the second installment being eighty per cent of the upfront payment within thirty days and upon such payment the Government shall issue a written order for grant of quarry lease. The Government shall have the right to appropriate the performance security provided by the successful bidder in the event that the

successful bidder fails to pay the second installment within the prescribed period of thirty days.

(5) The date on which a duly executed quarry lease deed in Form B is registered shall be the date of commencement of the quarry lease and the successful bidder shall ensure that it achieves registration of the quarry lease deed within thirty days from the date of its execution. The Government shall have the right to appropriate the performance security provided by the successful bidder in the event that the successful bidder fails to register the quarry lease within the prescribed period of thirty days and the order for grant of quarry lease shall, in such cases, become void.

(6) The quarry lease shall be for all minor minerals including overburden found in the area pursuant to exploration and prior to the auction and the final premium offer submitted by the successful bidder shall be applicable to all such minerals.

(8) Upfront payment for quarry lease. -

(1) The following amounts shall be payable by the preferred bidder or successful bidder as upfront payments:

(a) in case of minerals specified in **Part A-II** or **Part B** of **Schedule III**, an amount equal to one per cent of the value of estimated resources; and

(b) in case of minerals specified in **Part A-I** of **Schedule III**, the amount specified in rule 57.

(2) The upfront payment shall be payable to the Government in two installments of twenty per cent and eighty per cent in respect of the minerals for which a quarry lease is granted. The upfront payment shall be adjusted in the following manner:

(a) in case of minerals specified in Part A-II or Part B of **Schedule III**, it shall be adjusted against the amount paid under sub-rule (3) of rule 11, in the manner specified by the Government in the tender document, within the first five years of commencement of production of the mineral; and

(b) in case of minerals specified in Part A-I of **Schedule III**, such adjustment shall be carried out in the last year of the quarry lease period.

(9) Performance security for quarry lease.

(1) The successful bidder shall provide a performance security which will be notified by the Government time to time for minor mineral. The performance security shall be adjusted every five years so that it continues to correspond to one per cent of the reassessed value of estimated resources.

(2) The performance security provided / notified may be appropriated as per the provisions of these rules, the tender document and the quarry lease deed.

(10) Payments under quarry lease. -

(1) The lessee shall pay royalties or dead rent to the Government.

(2) The lessee shall pay the auction premium to the Government.

(3) The lessee shall contribute such amounts as may be required under section 15A to the designated account of the District Mineral Foundation (DMF).

(4) The lessee shall also pay such other amounts as may be required under any law for the time being in force to the concerned authorities.

(5) The payments shall be made in the manner specified by the Government.

(11) Period of the quarry lease. -

(1)In case of:

(a) all minor minerals specified in Part A-II or Part B of Schedule III, the period of quarry lease granted or renewed before the date of commencement of these rules, shall continue to hold earlier terms & conditions and will become effective from the date of expiry of the period of renewal last made or till the completion of period of quarry lease, if any, whichever is later, subject to the condition that all the terms and conditions of the lease have been complied with; and

(b) minor minerals specified in Part A-I of Schedule III, the period of the quarry leases granted or renewed before the date of commencement of these rules, shall be extended and be deemed to have been extended up to date of expiry of the period of renewal last made or till the completion of period of quarry lease, if any, whichever is later, subject to the condition that all the terms and conditions of the lease have been complied with.

(2) The Government shall issue a written intimation to all existing quarry lease holders regarding the extension of lease period pursuant to sub-rule (1). The quarry lease holder shall, within thirty days of receipt of such intimation, complete all formalities with respect to such extension including payment of stamp duty for the extended period of quarry lease deed, if applicable.

(3) On and from the date of commencement of these rules, all quarry leases shall be granted for a period of:

(a) five years in case of minor minerals specified in Part A-I of Schedule III; and

(b) thirty years in case of minor minerals specified in Part A-II or Part B of Schedule III

(4) Upon expiry of the period of the lease specified in sub-rule (1) or sub-rule (2), the lease shall be put up for auction as per the procedure specified in Chapter II :

Provided that any holder of a quarry lease granted, where the mineral is used for captive purpose, shall have the right of first refusal at the time of auction held for such quarry lease after the expiry of the quarry lease period, in the following manner:

(a) to be eligible to exercise the right of first refusal, the lessee shall comply with the conditions of the quarry lease till its expiry;

(b) prior to publication of the notice inviting tender, the Government shall provide a written notice to the lessee requiring the lessee to specify its willingness or non-willingness to exercise the right of first refusal in writing, within a period of thirty days of receipt of such notice;

(c) the notice inviting tender shall specify that the lessee holding the lease prior to expiry of the quarry lease has the right of first refusal and shall also specify his willingness or non-willingness specified pursuant to clause (b), if any;

(d) upon conclusion of the Second Round of Auction as specified in sub rule (2) of rule 6, the Government shall issue a written notice to the lessee seeking written confirmation of his willingness to exercise the right of first refusal within a period of seven days of conclusion of the Second Round of Auction;

(e) the notice given under clause (d) shall be acknowledged by the lessee;

(f) the lessee shall, within a period of fifteen days of receipt of the notice issued under clause (d), exercise the right of first refusal in writing to the Government, failing which it shall be construed that the lessee is not desirous of exercising the right of first refusal and the preferred bidder shall be entitled to a quarry lease in the manner provided in rule 7; and

(g) if the lessee exercises the right of first refusal in terms of clause (f) and matches the highest final premium offer, the lessee shall be deemed to be the preferred bidder in place of the earlier preferred bidder declared after the Second Round of Auction and shall be entitled to the quarry lease in the manner provided in rule 7;

Explanation. - For the purposes of the proviso, the term "**captive purpose**" shall mean the use of more than fifty per cent of the entire quantity of mineral extracted from the quarry lease in a manufacturing unit owned by the lessee.

(12) Area of a quarry lease. -

(1) The minimum area for which a quarry lease may be granted shall be one hectare:

Provided that the Government may, for reasons to be recorded in writing, grant a quarry lease for an area which is less than one hectare:

(2) The area under every quarry lease shall be contiguous; provided that the Government may, for reasons to be recorded in writing, permit grant of a quarry lease over any specified non-contiguous area.

(3) Where subsequent to an e-auction for grant of a quarry lease, the landowner refuses his consent to the exercise of the rights and privileges of the successful bidder pursuant to these rules, the landowner may submit a written application to the Government for exclusion of the land owned by him from the lease area and the Government may, on being satisfied about the genuineness of the reasons for such request, consider exclusion of such land from the lease area.

(13) Restriction on maximum area. -

No person shall acquire in respect of a particular mineral, one or more quarry lease in the State covering a total area of more than:

(a) 0.5 square kilometers, in case minerals specified in Part A of **Schedule III**; and

(b) 200 hectors maximum, in case minerals specified in Part B of **Schedule III**:

Provided that the Government may, in the interest of development of any mineral and for reasons to be recorded in writing, increase the maximum lease area for a particular mineral.

(14) New Discovery.

(1) Where a quarry lease has been granted for a minor mineral under the rules made under section 15 and subsequent to registration of the quarry lease, a new minor mineral(s) is discovered, then the quarry lease holder may request the Government in writing to include the new mineral(s) in the quarry lease. In such case, the Government may grant a quarry lease subject to compliance by the quarry lease holder of the provisions of applicable laws with respect to mining for the new mineral, including submission of a mining plan and payment of the auction premium to the Government:

Provided that where the quarry lease for a minor mineral was granted prior to commencement of these rules, the Government shall have power to specify the rate of payment for the new minerals.

(2) Where a mining lease has been granted under the rules made under section 13 for a mineral which is not a minor mineral, and subsequent

to registration of the mining lease, a new mineral is discovered which is a minor mineral, then at the request of the holder of the mining lease, the Government may grant a quarry lease for the new minerals on such terms and conditions including payment requirements, as may be specified by the Government.

(3) Where prior to the commencement of an auction for grant of a composite license or a mining lease under the rules made under Section 13, presence of a minor mineral is established, the Government may grant a quarry lease for the minor minerals on such terms and conditions as may be specified by the Government in the tender document for such auction.

(4) Where a quarry lease has been granted for a minor mineral under the rules made under Section 15, and subsequent to registration of the quarry lease a new mineral is discovered which is not a minor mineral, then the quarry lease holder shall stack such minerals in accordance with the written instructions issued by the Government.

(5) The Government shall, at the time of making an order granting a quarry lease under this rule 14, also specify the manner in which the minerals are to be utilized and disposed.

(6) Any discovery of a new mineral shall be reported in writing to the Government within thirty days of discovery of such mineral.

(15) **Lease Period for more than one mineral in an area.-** Where more than one mineral is discovered in an area in respect of which a quarry lease has been granted under these rules or prior to commencement of these rules and a quarry lease is granted for such discovered minerals, the period of lease for the discovered minerals shall expire: (a) on the date of expiry of the lease which was originally granted; or (b) on the completion of extraction of the entire quantity of the minor mineral from the area, whichever is earlier:

Provided that where a minor mineral is discovered in an area where a mining lease has been granted under the Act and the rules made thereunder, for a mineral which is not a minor mineral, the lease for the minor mineral shall expire on the date of expiry of the mining lease granted under the Act and the rules made thereunder or on the completion of extraction of the entire quantity of the minor mineral from the area, whichever is earlier.

CHAPTER III: TERMS AND CONDITIONS OF THE QUARRY LEASE

(16) **Liabilities, powers and privileges of the lessee. -** Subject to the conditions mentioned hereunder, the lessee shall, with respect to the lease area, have the right for the purpose of conducting mining operations on that land, to:

(a) search for, mine, quarry, bore, dig, drill for, win, work, dress, process, convert, carry away and dispose of the minerals in respect of which the quarry lease has been granted;

(b) sink, drive, make, maintain and use in the lease area, any pits, shafts, inclines, drifts, levels, waterways and other works;

(c) erect, construct, maintain and use on or under the lease area any engines, machinery, plant, dressing- flowers, furnaces, brick-kilns, workshops, store houses, bungalows, godowns, sheds and other building and other works and convenience of the like nature on or under the lease area;

(d) make any tramways, railways, roads and other ways in or over the said lands and to maintain and go and trespass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, roads, and other ways in or over the said lands) on such conditions as may be agreed to;

(e) quarry and obtain building and road materials and ordinary clay and to use and employ the same and to manufacture such ordinary clay into bricks or tiles and to use such bricks or tiles. The lessee shall not sell any such materials, bricks or tiles except on payment of the royalties prescribed herein;

(f) appropriate and use, with prior written permission of the officer authorized by the Government, water from any streams, watercourses, spring or other sources in or upon the lease area and to divert, step up or dam any such stream, watercourse and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not so as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs:

Provided that the lessee shall not interfere with the navigation in any navigable stream nor divert such stream without the previous written permission of the Government;

(g) use land for purpose of stacking, heaping, storing or depositing thereon any produce of the mines, quarries on works carried on and any tools, equipment, earth and materials and substances dug or raised;

(h) beneficiate, process, dress, convert the minerals produced from the

said lands and carry away such beneficiated/processed, dressed, converted minerals; and

(i) do any other things as may be specified in the quarry lease deed.

(17) Duties and obligations of the lessee - The lessee shall, subject to the provisions of the following duties and obligations:

(1) Notice for opening of mine-

(a) The lessee shall send to the lease granting authority, an intimation in Form C of the opening of a mine so as to reach them within fifteen days of such opening.

(b) The intimation in Form C sent under clause (a) shall be accompanied with a copy of the approved mining plan, - when the mine is being opened after expiry of a five-year period from the date of approval of the mining plan.

(2) **No building etc., upon certain places-** The lessee shall not erect, place or set up any building or thing and shall not carry out any surface operations on, in or upon any public ground, burning or burial ground, house, village site, public road or place held sacred by any class of persons or any or other place which the Government may determine as a public ground.

The lessee shall not carry on his operations in a manner that would injure or prejudicially affect any buildings, works, property or rights of other persons and no land will be used by the lessee for surface operations which is already occupied by persons other than the Government, for works or purposes not included in the quarry lease deed.

(3) No interference- The lessee shall not interfere with any right of way, well or tank.

(4) **Permission for surface operations in a land not already in use -** The lessee shall, prior to using any land for surface operations which has not already been used for such operations, give written notice of two calendar months to the Government specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required. The said land shall not be used by the lessee if any objection is issued by the Government within two months of receipt of the lessee's notice in this regard, unless the objections so stated shall on reference to the Government be annulled or waived.

(5) **Not to enter upon reserved forest -** The lessee shall not, without the express sanction of the Divisional Forest Officer, cut down or injure any timber or trees on the lease area.

Notwithstanding the aforesaid, the lessee shall enter upon any reserved forest included in the lease area only after giving seven days previous

written notice to the Divisional Forest Officer and after obtaining the written sanction of that officer and the lessee shall comply with such conditions as that officer may, in his absolute discretion, prescribe.

The lessee shall pay such compensation as may be assessed by the Chief Conservator of Forests/ State Forest Department for any damage caused to the land in any area of the reserved forest on account of the mining operations carried out in such area

(6) No mining operations in certain areas - Except with the written permission of the concern authority the lessee shall not carry on, or allow to be carried on, any mining operations at any point within a distance of:

(a) fifty meters from any road (excluding a village road or other district road), notified reservoirs, canal, national highway, state highway, boundary of any railway line, public works, cities, towns, villages and other approved continuous habitations, if no blasting is involved; or

(b) two hundred meters from any road, notified reservoirs, canal, national highway, state highway, boundary of any railway line, public works, cities, towns, villages and other approved continuous habitations, if blasting is involved,

The aforesaid distance shall be measured (a) in the case of a railway line, horizontally from the outer edge of the cutting, (b) in the case of a canal or reservoir, horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and (c) in case of a building or any other structure for human habitation, horizontally from the plinth thereof. The lessee shall not carry on, or allow to be carried on, any mining operations under or beneath any ropeway or ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway. The written permission of the relevant authority may be conditional upon and subject to terms and conditions, in which case the lessee shall comply with all such terms and conditions.

Provided that in case any specific guidelines, directions, circulars, etc., are issued with respect to any mineral, mineral category, area, operation or otherwise for the purpose of sustainable mining or environment or pollution related matters, and the same envisage stricter norms, guidelines, directions, etc., the same will also be applicable with respect to mining operations undertaken within the aforesaid limits.

(7) **To strengthen and support the quarry to necessary extent -** The lessee shall strengthen and support to the satisfaction of the railway administration concerned or the Government, as the case may be, any part of the mine which in his opinion, requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures, as the case may be.

(8) **Facilities for adjoining Government licenses, and leases. -** The lessee shall allow reasonable facilities of access to any existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee:

Provided that no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee and fair compensation as may be mutually agreed upon or in the event of disagreement, as may be decided by the Government shall be paid by them to the lessee for any loss or damage sustained by the lessee by reason of the exercise of this liberty.

(9) **To pay rents, royalties, taxes, etc**. - The lessee shall make payments as stipulated in rule 10 and Chapter XIV of these rules. In the event, taxes are payable, the lessee shall not gross-up the taxable amount payable and make payment of the rents, royalties amount separately.

(10) **To maintain and keep boundary marks**. - The lessee shall at his own expense, erect, maintain and keep in good repair all boundary marks and pillars and sign boards according to the Act and the rules with respect to the manner of construction and upkeep of boundary pillars including the following:

(a) the lessee shall get the measurement of the lease area by District Inspector of Land Records;

(b) the lessee shall submit the copy of measurement sheet and shall establish the exact limitation marks as per the measurement sheet on the lease area and take care of the limitation marks/ stones;

(c) the lessee should maintain a sign board with the schematic map, showing the measurements of the lease area. The expenses of this board preparation, arrangement and its maintenance in good condition shall be the responsibility of the lessee;

(d) the lessee shall maintain the sign board at a proper place, in proper manner, easily visible to the visitors, during the whole lease period and should, for facilitating easy visibility of the notice board, remove the hindrances around it, like bushes, tree branches, shelters etc.;

(e) the lessee must prepare, establish and maintain in good condition, the sign board and its facing, to indicate the landmarks of the lease area. The lessee shall arrange the landmark concrete pillars of dimensions of 3 feet by 3 feet by 3 feet measurement for indicating the exact limitations of the lease area;

(f) the lessee shall see that these concrete pillars are maintained in good condition during the entire quarry lease period. These concrete pillars should be painted with yellow color for good visibility. The number of the pillar and the marks of latitude and longitude measurements of the pillar should be written in black color;

(g) except in the case of ordinary sand mineral, in case of all other

minerals, the boundary of the lease area should be fenced properly; and

(h) the Geologist the should provide the coordinates of the lease area and these coordinates should be clearly mentioned on the map of the quarry lease and the map of the quarry lease shall be kept by the lessee within the lease area at all times.

(11) **To commence operations within specified time, not to work in certain areas and to work in a workman like manner** –

(a) The lessee shall commence mining operations within the time period specified herein and in the mining plan. All mining operation shall be conducted by the lessee in a proper, skillful and workman- like manner and the lessee shall reduce waste and do careful storage of waste and removal of all valuable minerals within the quarry:

Explanation. - For the purpose of this clause (a) of sub-rule (11) of Rule 17, mining operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.

(b) The lessee shall not, in the case of village roads (including any track shown in the revenue record as village road) and other district roads, allow any working to be carried on within a distance of ten metres of the outer edge of the cutting except with the previous permission of the Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

(12) **To secure and keep in good condition pits, shafts**. - The lessee shall during subsistence of the quarry lease, secure and keep open with timber or other durable means, all pits, shafts and workings that may be made or used in the lease area and make and maintain sufficient fences to the satisfaction of the Government around every such pit, shaft or working whether the same is abandoned or not. The lessee shall, during the same period, keep all workings in the lease area accessible, free from water and foul air as far as possible, except such area as may be abandoned.

(13) **Proper Maintenance of Trenches, Working Faces etc**. - During the tenure of the quarry lease, the lessee shall take adequate steps to ensure that:

(a) the height and width of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and waste;

(b) the working faces are always kept clean;

(c) the minerals won are stacked in suitable dimensions and each stack is numbered; and

(d) proper sanitation of the lease area is maintained.

(14) **To submit progress reports**. - The lessee shall, in addition to the periodical returns prescribed herein, submit such progress reports as may be required by the Government along with representative samples and analysis of the mineral collected during the quarry operations, within such timelines as may be specified by the Government.

(15) **To Allow Inspection by Government.** –

(a) The lessee shall allow the Government or the officer authorized by the Government to enter upon buildings, excavation or land comprised in the quarry lease for the purpose of inspecting the same or inspecting any of the accounts, which he shall make available to the Government. The Government may issue such reasonable directions in writing as it may deem fit; to prevent wasteful extraction and ensure safety and conservation of the minor minerals and it shall be the duty of the lessee to carry out such directions within such period as the Government may specify in the Mines Safety Policy or Safety policy implemented by State Govt. for regulating Mining in the State.

(b) The lessee shall also supply on demand of the Government, a composite plan of the lease area showing thickness, dip, inclination, etc., of all the seams as also the quantity of reserves quality-wise for minor minerals specified in Part A-II or Part B of Schedule III.

(16) **To report accidents**. - The lessee shall send to the Government, without delay, a report of any accident-causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of its mining operations Mines Safety Policy or Safety policy implemented by State Govt.

(17) **To keep record and accounts regarding production and employees etc**. - The lessee shall keep accurate and faithful accounts showing the particulars of:

(a) production and dispatch register, date-wise,

(b) prices obtained for the minerals,

(c) names of purchasers,

(d) receipts for money received,

(e) quantity of waste material excavated from the mine,

(f) the number of persons employed and their nationality,

(g) labor attendance register,

(h) the wages paid,

(i) complete plans of the quarry,

(j) the unutilized or non-saleable subgrade ores or minerals for future beneficiation,

(k) contributions made to the District Mineral Foundation (DMF),

(l) payments made to the Government in terms of royalty, dead rent, auction premium, surface rent,

(m) explosives consumption register,

(n) details of expenditure incurred towards the mine closure activities,

(o) bore hole logs along with the chemical analysis reports,

(p) mineral analysis reports,

(q) details of mining machinery, and

(r) copies of all notices and returns, plans, sections and schemes submitted to the Government under these rules.

The lessee shall allow the officer authorized by the Government, at all reasonable times, free access to enter into and to examine, take extracts or make true copies of, any accounts, plans and records maintained by him and shall furnish to the Government such information and returns as it may require.

(18) **Machinery and plant**. -

(a) Where heavy earth moving machinery is used in mines, the lessee shall maintain log books duly authenticated by the manager or mining engineer of such mines in respect of each machine showing date-wise account of hours worked, hours not worked, reasons for non-working, consumption of fuel/energy and lubricants and output of the machine during the corresponding working hours.

(b) The summary of operation of each machine shall be recorded in the log book at the end of each month bringing out the percentage availability and percentage utilization of the machine, average hourly performance and average fuel/energy consumption per hour.

(c) The log books may be maintained in electronic form or in hard copy and shall be made available to the officer authorized by the Government on demand.

(19) **To maintain plans, etc**.- The lessee shall at all times during the quarry lease term maintain at the mine/quarry office correct intelligible up-to-date copy of the approved mining plan and complete plans and sections of the mines/quarries in the lease area. All plans, sections and tracings or copies thereof kept at the quarry shall be serially numbered or suitably indexed. Every plan, section or part thereof prepared pursuant to these rules shall carry thereon a certificate for its

correctness and shall be signed by the Geologist with date.

Every copy of a plan and section or part thereof submitted or maintained pursuant to these rules shall bear a reference to the original plan or section from which it was copied and shall be certified thereon by the lessee, his geologist or mining engineer. The plans shall show all the operations and working and all the trenches, pits and drillings made by the lessee in the course of operations carried on by him under the quarry lease including all faults and other disturbances encountered.

(20) **To keep records of trenches, pits etc.-** The lessee shall keep accurate records of all trenches, pits and drillings made by the lessee in the course of mining operations carried on by the lessee under the quarry lease and shall allow the Government to inspect the same. Such records shall contain the following particulars, namely:

(a) the subsoil and strata through which such trenches, pits or drillings pass;

(b) any mineral encountered; and

(c) such other particulars as the Government may from time to time require.

(21) **To abide by the provisions of the law in force**-

(a) (a) The lessee shall at all times comply with the provisions of the Act, the rules and the quarry lease deed and shall abide by the provisions of any other applicable law for the time being in force and applicable to him including laws relating to mines and minerals and other matters affecting the safety, health and convenience of the lessee's employees or of the public. The lessee shall not carry on mining or other operations under the quarry lease in any way other than as prescribed under the quarry lease deed and these rules; and

(b) The lessee has and shall continue to comply with all the terms and conditions of the Act, these rules, the Tripura Mineral (Prevention of illegal Mining and Transportation and Storage) Rules, 2017, the mining plan and the tender document, as are required to be complied with by the lessee, with respect to lease area and the lessee shall continue to comply with all the eligibility conditions provided in the Act, the rules and the tender document during the quarry lease term.

(22) **To provide weighing machines**. - The lessee shall cause the minerals specified in Part A-I of Schedule III to be weighed at the nearest weigh bridge. In the case of minerals specified in Part A-II or Part B of Schedule III, the lessee shall, unless specifically exempted by the Government in writing, provide and at all times keep at or near the pit head or each of the pit heads at which the minerals shall be brought to

bank, a properly constructed and efficient weighing machine and shall from time to time, weigh or cause to be weighed thereon all the said minerals brought to bank, sold, exported and converted and also the converted products. The lessee shall at the close of each day cause the total weights, ascertained by such means of the said minerals, products raised, sold, exported and converted during the previous twenty-four hours, to be entered in the books of accounts maintained by the lessee. The lessee shall at all times during the term of the quarry lease, permit the Government to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

(23) **To allow testing of weighing machines**. - The lessee shall at any time or times during the term of the quarry lease, allow any person or persons appointed in that behalf by the Government to examine and test every weighing machine to be provided and kept as specified in sub-rule (22) above and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order. If upon any such examination or testing, any such weighing machine or weights shall be found incorrect or out of repair or order, the Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee. If such requisition is not complied with within fourteen days after the same has been made, the Government may cause such weighing machine or weights to be adjusted, repaired and put in order at the expense of the lessee. If upon any such examination or testing as aforesaid, any error is discovered in any weighing machine or weights to the prejudice of the Government, such error shall be regarded as having existed for three calendar months prior to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights, in case such occasion is within the said period of three months, and the lessee make all the payments accounted for accordingly.

(24) **Not to light fire**. - The lessee shall not light any fire upon the lease area if lying within the reserved forest areas except under such conditions as the Divisional Forest Officer may in writing specify and the lessee and his agents, workmen, employees etc., shall render prompt assistance in extinguishing any fire on the lease area or in their vicinity. The lessee shall be liable for all damage resulting from the fire caused by the act of or omission of lessee or his agents, workmen, employees etc., and shall pay such compensation for the said damage as may be assessed by the Divisional Forest Officer. The decision of the Divisional Forest Officer as to the amount of compensation payable by the lessee shall be final and binding.

(25) **Precautions for Protection of Environment and Control of Pollution.** - The lessee shall take necessary precautions for the protection of the environment and control of pollution while conducting quarry operations in the lease area e.g. planting of trees, reclamation of mined land, use of pollution-control devices and such other measures as may be prescribed by the Central Government or Government from

time to time.

(26) **Restoration of top soil.** - If the lease area or part thereof are forest lands, the lessee shall take all steps to ease the slopes and restore top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during the continuance of the quarry lease.

(27) **Not to Use Minor Minerals for Major Mineral Purpose or any other purpose.** - Without the prior permission of the Commissioner, the lessee shall not sell or dispose any of the minerals specified in Part A of Schedule III that are extracted under the quarry lease for a purpose which will classify them as major minerals.

Where the Government reserves one or more minerals within a block for any particular end-use as specified in the tender document, the lessee shall use the minerals solely for the specified end-use and shall not sell or transfer or otherwise dispose the minerals either directly or indirectly.

(28) **To employ Indian nationals**. - The lessee shall not employ in connection with the mining operations, any person who is not an Indian national except with the previous written approval of the Government.

(29) **Employment preference.** - The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up of mining operations.

(30) **To vacate encroached area**. - If the lessee is found to have encroached upon an area not included in the lease area, the Government shall issue a notice to vacate the area. The lessee shall vacate the area and stop excavation in the area immediately. The lessee shall also be liable to pay the fine specified by the Government which may extend up to one hundred per cent of royalty plus premium or an amount equal to the mineral value for the mineral excavated from such area, whichever is higher.

(31) **To reimburse expenses**. - If the lessee fails to carry out or perform any of its obligations under these rules or the quarry lease deed within the time specified in that behalf, the Government may cause the same to be carried out or performed and the lessee shall pay the Government, on demand, all expenses incurred in this regard by the Government and the decision of the Government as to such expenses shall be final.

(32) **Removal of workings that are not to be delivered to the Government**. - The lessee may erect on the lease area any structures, machinery, tramways etc., required for bona fide quarry purposes. The lessee may, after paying the rents, rates, royalties, auction premiums and any other payment payable under these rules or the quarry lease deed, on the surrender, expiry or termination of the quarry lease term or within six calendar months thereafter, whichever is earlier (unless

the quarry lease is surrendered or terminated on account of default of the lessee, in which case the lessee shall not be entitled to take down and remove anything from the lease area) take down and remove for its own benefit, all or any mineral excavated during the currency of the quarry lease, engines, machinery, plant, buildings structures, tramways, railways and other works, erections and conveniences which may have been erected, set up or placed by the lessee in or upon the lease area and which the lessee is not bound to deliver to the Government or which the Government does not desire to purchase.

(33) **Limited mining rights.** - The lessee shall not be entitled to conduct the mining operations in any other area outside the lease area. The rights granted to the lessee to conduct mining operations are exclusive within the lease area.

(34) **Authorizations.** - The lessee shall obtain and maintain all governmental approvals required for conducting the mining operations within the lease area and performing its obligations under the quarry lease. The Government shall undertake, on a no-obligation basis, to expeditiously provide all necessary approvals and assistance for conducting mining operations and as otherwise may be reasonably required by the lessee in relation to the rights granted to it under the quarry lease.

(35) **Geological and archaeological finds**. - Other than rights to mine for the mineral(s), geological or archaeological rights shall not form part of the rights granted to the lessee hereunder or under the quarry lease deed and except in relation to the mineral(s), the lessee shall not have any mining rights or interest in the underlying minerals, metals, gas, oil, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and such rights, interest and property on or under the lease area shall vest in and belong to the Government under applicable law.

The lessee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Government forthwith of the discovery thereof and comply with such instructions as the Government may reasonably give for the removal of such property.

(36) **No Claim against Government**. - The Government shall be immune from the lessee's claims for damage on account of any land having been included in his lease which may subsequently be discovered not to have been available for the quarry lease.

(37) **Erection of buildings**. - The lessee or his transferees or assignees shall not erect any building in contravention of the provisions of any law for the time being in force relating to the erection of building or in contravention of any orders issued by any officer under any such law within whose jurisdiction the lease area is situated.

(38) **Additional Conditions.** - A quarry lease deed may contain such other

conditions as the Government may deem necessary in regard to the following, namely:

(a) the time-limit, mode and place of payment of rents, royalties and any other payments payable under the rules;

(b) compensation for damage to land in respect of which the lease has been granted;

(c) restrictions regarding felling of trees on unoccupied and unreserved Government land;

(d) the restriction of surface operations in any area prohibited by any authority;

(e) the notice by the lessee for surface occupation;

(f) the provision of proper weighing machines and maintenance of weighing records;

(g) facilities to be given by the lessee for working other minerals in the leased area or adjacent area;

(h) the entering and working in a reserved or protected forest;

(i) the securing of pits and shafts;

(j) the reporting of accidents;

(k) indemnity to Government against the claim of a third party for any damage, injury or disturbance caused to him by the lessee;

(l) the delivery of possession of lands and mines on the surrender, expiration or termination of the lease;

(m) the time limit for removal of any mineral, plant, machinery and other properties from the lease hold area after expiration, termination, surrender or abandonment of the quarry lease;

(n) the forfeiture of property left after termination of the lease;

(o) the power to take possession of the plant, machinery, premises and mines in the event of war or emergency;

(p) filing of civil suits or petitions relating to disputes arising out of the area under lease:

Provided that in case of a quarry lease granted through auction, the Government shall specify conditions relating to filing of such civil suits or petitions in the tender document for auction of the quarry lease;

(q) the lessee shall abide by the provisions of any law for the time being in force and applicable to him relating to mines and minerals and

other matters affecting the safety, health and convenience of the lessee's employees or of the public; and

(r) such other special conditions which the Government may specify

(18) Liabilities, rights, powers, privileges and obligations of the Government.

(1) **Survey and demarcation**. - When a quarry lease is granted by the Government, arrangements shall be made by the Government at the expense of the lessee for the survey, identification and demarcation of the area granted under the quarry lease using differential global positioning system and preparation of topographic and geological map using total station and possession of the area shall be deemed to have been handed over to the lessee on the date that the quarry lease deed is executed.

(2)**Right of Pre-emption**. - The Government shall at all times have the right of pre-emption of the minerals won from the lease area. If the Government is desirous of exercising its right of pre-emption with respect to any mineral(s) the Government shall pay the fair market price of such minerals prevailing at the time of pre- emption, as determined by the Government. In order to assist in arriving at the said fair market price, the lessee shall, if so required, furnish to the Government for its information, particulars of the quantities, descriptions and prices of the mineral or products thereof sold to third parties and shall produce, to the officer or officers as may be authorized by the Government, original or authenticated copies of contracts and charter parties entered into for such sale.

(3)**Right of entry and inspection**. - The Government or any person authorized in that behalf by the Government shall have the right to:

(a) enter into and upon the lease area and to construct upon, over or through the same, any railways, tramways, roadways or pipelines for any purpose authorized by the Government and to get from the lease area stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways, roads or any existing railways and roads:

Provided that before such liberty or power is exercised, a notice of not less than sixty days shall be given to the lessee and the area utilized by Government for any of the aforesaid purpose shall be excluded from the lease area and the lessee will not be entitled to claim any compensation for such exclusion; and

(b) to pass over or along any such railways, tramways, road lines and other ways, at all times, with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles for all purposes:

Provided that in the exercise of such liberty and power by such other person

authorized by the Government, no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee and fair compensation as may be mutually agreed upon or in the event of disagreement, as may be decided by the Government, shall be made to the lessee for all loss or damage substantial hindrance or interference caused to the lessee by such other person authorized by the Government.

(4) **War or emergency situations**. - In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the Government with the consent of the Central Government shall, from time to time and at all times during the quarry lease term, have the right (to be exercised by a notice in writing to the lessee) forthwith to take possession and control of the works, plant, machinery and premises of the lessee on or in connection with the lease area or the operations under the quarry lease and during such possession or control, the lessee shall conform to and obey all directions given by or on behalf of the Central Government or Government regarding the use or employment of such works, plants, premises and minerals, provided that fair compensation shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred hereby. The exercise of such power shall not result in termination or extension of the quarry lease term or affect the terms and provisions of the quarry lease other than to the extent specified herein.

(5) **Right to sell workings**. - If at the end of six calendar months after the expiry or termination of the quarry lease on account of default of the lessee, there shall remain in or upon the lease area any mineral, engines, machinery, plant, buildings structures, tramways, railways and other work, erections and conveniences or other property, the same shall be deemed to become the property of the Government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

(6) **Acquisition of land of third parties and compensation thereof**. - If after the receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the lessee, the occupier of the surface or any part of the said lands refuses his consent to the exercise of the rights and powers reserved to the Government and granted by the quarry lease, the lessee shall report the matter to the Government and shall deposit with it the amount offered as compensation and if the Government is satisfied that the amount of compensation is reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the Government may consider reasonable, the Government shall order the occupier to allow the lessee to enter upon the said land and carry out such operations as may be necessary for the purpose of the quarry lease. In assessing the amount of such compensation the Government shall be guided by the principles of the Right to Fair Compensation and

Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

(7) **Changes to demarcation of the lease area**. - Where subsequent to grant of a quarry lease, the landowner refuses his consent to the exercise of the rights and privileges of the lessee pursuant to the rules, the landowner may submit a written application to the Government for exclusion of the land owned by him from the lease area. The Government may, on being satisfied about the genuineness of the reasons for such request, consider exclusion of such land from the lease area.

CHAPTER IV: QUARRY PERMIT

(19) Grant of a quarry permit.

The Government may, upon receipt of an application in writing, grant a quarry permit in accordance with the provisions of this Chapter for using a minor mineral specified in Part A of Schedule III, to an individual who is an Indian national or company as defined in clause (20) of section 2 of the Companies Act, 2013, for work relating to:

(i) the Government, (ii) a government undertaking; or (iii) state or national importance; or (iv) excavation of earth for basement:

Provided that the Government may, upon receipt of an application in writing, also grant a quarry permit for ordinary sand to:

(a) an individual who is an Indian national, for using up to one hundred metric tonnes for construction of a house for dwelling purposes;

(b) labour co-operative societies registered under the Tripura Co-operative Societies Act, 1961 as on the date of commencement of these rules and traditionally undertaking manual mining, in accordance with the provisions of this Chapter.

(20) Application for quarry permit

(1) An application for grant of a quarry permit may be made to the Government in Form D with a non- refundable fee at the rate of rupees one thousand for every one hundred metric tonnes or part thereof of the minor minerals proposed to be extracted under the quarry permit.

(2) In case the land for which the quarry permit is applied for is occupied by someone, a letter of no objection to the extraction of the mineral obtained from the occupier of such land, shall be attached with the application:

Provided that in case of private lands under cultivation, an order from the revenue officer authorized to permit the non-agricultural use of the land shall be enclosed.

(3) Every application shall be accompanied by certified true copies of the relevant extract of the record of rights in respect of the land from which the minor mineral is proposed to be extracted and removed along with a map of the area from which the mineral is to be excavated.

(21) Procedure for grant.

(1) On an application made to the Government in writing and on payment of the following sums of money by the applicant, the Government may grant a quarry permit, in Form E, to any person:

(a) payment of one hundred per cent of the royalty to the Government as specified by the Govt.(notification);

(b) payment of a permit premium equivalent to fifty per cent of the royalty to the Government as specified in the rules;

(c) in addition to the payments made under clauses (a) and (b), payment of a sum equivalent to twenty per cent of the aggregate of royalty and permit premium as a security deposit, which shall be refunded without any interest payments, after any adjustments as may be deemed appropriate by the Government, after ninety days from the date of expiry of the quarry permit;

(d) contribution of such amounts as may be required under section 15A to designated account of the District Mineral Foundation (DMF); and

(e) payment of such other amounts as may be required under any law for the time being in force to the concerned authorities.

(2) In the event that the royalty rates are increased by the Government during the tenure of the quarry permit, the permit holder shall pay to the Government, within fifteen days of the date of such notification, the additional royalty, permit premium, security deposit and District Mineral Foundation (DMF) contribution amounts.

(3) The Government may refuse to grant a quarry permit for reasons to be recorded and communicated to the applicant in writing. The amount of royalty, permit premium, security deposit and contributions to the District Mineral Foundation (DMF) shall be refunded on refusal to grant a quarry permit.

(4) No quarry permit for building limestone shall be granted in areas containing more than eighty-five per cent Calcium Carbonate, except in the areas of less than four hectares containing isolated pockets of limestone.

(5) A quarry permit shall be granted in a Scheduled Area, only upon receiving a recommendation from the Gram Sabha within whose area the quarry permit is applied for.

(22) Conditions on which the quarry permit shall be granted

(1) Every quarry permit granted under rule 19 shall be subject to the following conditions:-

(a) quarry permits for extraction of minor minerals for the following thresholds and limits may be granted by below mentioned authorities:

(i) quantity not exceeding ten thousand metric tonnes for a period of up to 90 days shall be granted by the Mining Engineer or State Geologist, as the case may be;

(ii) quantity exceeding ten thousand metric tonnes but not exceeding twenty thousand metric tonnes for a period of up to 90 days shall be granted by the District Magistrate;

Provided that the District Magistrate may, for the reasons to be recorded in writing, extend the period of quarry permit beyond 90 days for the quantities not exceeding twenty thousand metric tonnes, if the permit holder applies for extension 30 days prior to the expiry of the quarry permit;

(iii) quantity exceeding twenty thousand metric tonnes but not exceeding one lakh metric tonnes for a period of up to 180 days shall be granted by the Commissioner of Geology and Mining:

Provided that the Commissioner of Geology and Mining may, for the reasons to be recorded in writing, extend the period of quarry permit beyond 180 days for the quantity exceeding twenty thousand metric tonnes but not exceeding one lakh metric tonnes, if the permit holder applies for extension 30 days prior to the expiry of the quarry permit;

(iv) Quantity exceeding one lakh metric tonnes but up to five lakh metric tonnes for a period of up to 180 days shall be granted by the Secretary or Principal Secretary or as the case may be Secretary, Industries and Commerce Department:

Provided that the Secretary or Principal Secretary or Additional Chief Secretary, as the case may be, may, for the reasons to be recorded in writing, extend the period of quarry permit beyond 180 days for the quantities exceeding one lakh metric tonnes but up to five lakh metric tonnes, if the permit holder applies for extension 30 days prior to the expiry of the quarry permit;

(v) the Government may grant a quarry permit for a period as it may deem fit, for quantities exceeding five lakh metric tonnes:

Provided that the Government, may, for the reasons to be recorded in writing, extend the period of quarry permit, if the permit holder applies for extension 30 days prior to the expiry of the quarry permit.

a. Any application for extension by a permit holder, if not applied prior to 30 days prior to the expiry of the quarry permit but before expiry of quarry permit, such application may be admitted, if the Government is satisfied that the applicant had just and sufficient cause for not submitting the application in stipulated period.

b. the depth of the pit below the surface shall be specified by the Competent Authority at the time of grant of the quarry permit, and the dimension of the pit shall be as per the Maps verified by the State Geologist.

c. the mineral shall be used for the specific purpose for which quarry permit is granted:

d. the holder of a quarry permit shall commence quarrying operations in accordance with the approved mining plan and after obtaining all applicable environmental clearances for the area; and

e. the holder of a quarry permit shall comply with all laws, rules,

regulations, notifications, orders and the like, as may be applicable to the activities undertaken pursuant to a quarry permit.

(2) The Government may incorporate relevant additional conditions in the quarry permit, as it may deem fit, regarding:

(a) the time-limit, mode and place of payment of rents and royalties;

(b) the compensation for damage to land for which the quarry permit is granted;

(c) the felling of trees;

(d) entering and working in any reserved or protected forest;

(e) reporting of all accidents;

(f) indemnity to Government against claims of third parties;

(g) the period within which the minor mineral shall be extracted and removed;

(h) forfeiture of property left on the land for which the quarry permit is granted after cancellation of the permit; and

(i) plugging of bore holes and filling up or fencing all excavations in the land for which the quarry permit was granted, on the expiry or cancellation of the permit.

(3) The Government may cancel a quarry permit in case of breach of any of the conditions subject to which it is granted. On cancellation of the permit, the quarried materials lying on the land from which they are extracted shall become the absolute property of the Government 34[and the advance amount paid along with the security deposit shall stand forfeited by the Government:

Provided that, such cancellation order shall be in writing by the relevant authorized officer to grant the quarry permit as specified in sub-rule (1).]

(4) If a holder of a quarry permit discovers any minerals which are not included in the quarry permit, he shall immediately inform the Government in writing and shall stack such minerals and shall dispose the same only in accordance with instructions issued by the Government in writing.

(23) Refund of Payments-

(1) Any payments made to the Government by the holder of a quarry permit pursuant to rule 21 shall be refunded by the relevant officer who is authorized to grant the quarry permit as specified in sub-rule (1) of rule 22, in case such mineral is not dispatched for the reasons beyond the control of the permit holder.

(2) The refundable security deposit furnished by the permit holder to the Government pursuant to rule 22 (1) shall be refunded within 90 days of the expiry of the quarry permit by the relevant officer who is authorized to grant the quarry permit after adjusting any payments due towards the Government.

CHAPTER V: EXEMPTIONS

(24) Departmental Excavation.

Any Department of the Government, municipality or panchayat may extract minor minerals for captive purposes, subject to a general or special order or instructions issued by Government from time to time.

(25) Extraction permitted under any other Rules:-

The extraction of minor minerals in accordance with the provisions of the Tripura Land Revenue and Land Reform Rules, 1961 or any other rules may only be carried out subject to fulfillment of necessary conditions specified in these rules.

(26) Chipping of Outcrops -

The search for and winning of minor minerals on the surface by chipping of outcrops by a geologist's hammer without involving any disturbance of the soil by way of digging of pits, trenches or otherwise shall not require a mineral concession.

Explanation: For the purpose of this rule chipping of rock samples from the outcrop or collection of a few samples from the depth of up to a metre shall not be deemed as disturbing the soil or the surface.

(27) Digging of wells and foundation for building. -

The digging of wells for water and foundation for building and disposal of the minor mineral extracted thereof shall not require a mineral concession.

CHAPTER VI: GRANT OF QUARRY LEASE PURSUANT TO EXISTING APPROVAL

(28) Existing applications and right of holder of letter of intent. -

(1) All applications for grant of a quarry lease received prior to the date of commencement of these rules shall become ineligible.

(2) Without prejudice to sub-rule (1), where before the commencement of these rules, the Government has communicated a prior written approval for grant of a quarry lease to an applicant; or if a letter of intent has been issued in writing to an applicant by the Government to grant a quarry lease, the quarry lease shall be granted in accordance with the provisions of sub-rules (3) to (6).

Provided that, if an applicant has applied for and obtained: (a) an environmental clearance; or (b) an approval for change in land use to non-agricultural purposes; or (c) an approval for mining plan, for conducting mining operations over the proposed lease area governed by these rules, prior to the commencement of these rules:

Provided further that, such person shall make a written representation before the Government with relevant documents and if Government deems fit, shall issue letter of intent, which shall entitle such person to obtain a quarry lease, in the same manner as if such letter of intent was issued before the commencement of these rules.

(3) The Government shall issue an order in writing for grant of a quarry lease to the holder of a letter of intent upon satisfaction of the following conditions within a period of two years from the date of commencement of these rules, failing which the right of such an applicant for grant of a quarry lease shall be forfeited automatically and, in such cases, the Government would not be required to issue any order for this purpose:

(a) fulfilment of the conditions of the prior approval or the letter of intent;

(b) the holder of letter of intent having obtained all consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of mining operations;

(c) the holder of letter of intent having satisfied the conditions specified in CHAPTER VIII with respect to a mining plan, including the mine closure plan;

(d) furnishing financial assurance as specified in rule 65:

(4) The order for grant of a quarry lease shall be in writing and shall inter alia also specify that the person in whose favour the order has been issued shall be required to furnish a performance security in accordance with such order in the form of a bank guarantee as per the format specified in Form A or a non- interest-bearing security deposit.

(5) A quarry lease deed shall be executed in the format specified in Form B by

the Government within thirty days of the date of completion of the conditions specified in sub-rule (4) and shall be subject to the provisions of the Act and the rules made thereunder.

(6) Any letters of intent granted pursuant to an auction process in the State shall continue to be governed by the tender documents relating to such auctions and a quarry lease deed shall be executed in the format specified in Form F by the Government within such period as specified in the grant order. The provisions of sub-rule (2) to (5) shall not apply to such letters of intent:

Provided that save for the right to receive a quarry lease pursuant to the letter of intent, these rules shall apply to quarry lease granted pursuant to the letter of intent.

(7) The date on which a duly executed quarry lease deed is registered shall be the date of commencement of the quarry lease, and the holder of the letter of intent shall ensure that it achieves registration of the quarry lease deed within thirty days from the date of its execution.

CHAPTER VII: GRANT OF A QUARRY LEASE

(29) Reservation of areas for granting quarry lease-

The District Magistrate with the prior approval of the Secretary, Industries & Commerce of the State Government of Tripura may, for the purpose of grant of a quarry lease, notify areas of isolated pockets of sand stone and ordinary sand which are not used as major minerals. When any area is so notified, no quarry lease shall be granted for such notified area.

(30) Grant of quarry lease-

(1) On an application made to the District Magistrate in Form G, he may grant a quarry lease to extract and remove a minor mineral from a plot not exceeding two thousand square metres, as may be notified by the District Magistrate. The District Magistrate may grant such quarry lease in the following order of preference to persons belonging to the following communities:

(a) individual families of *Mine workers,* belonging to the Schedule Castes or the
Schedule Tribes, who do physical work of excavating the minor mineral themselves in the notified area applied for:

Provided that the applicant shall be required to attach a certificate to that effect, with the application, issued by the authority authorized to issue such
certificate;

(b) individual families of Mine workers who do physical work of excavating the
minor mineral themselves in the notified area applied for;

(c) individual Mine workers who do physical work in excavating minor minerals
themselves in any other areas:

Provided that in case of a quarry lease for ordinary sand, the communities who are traditionally engaged in ordinary sand mining, namely, *Vanjara* and *Ode,* may be given priority and in case of a quarry lease for sandstone, the communities who are traditionally engaged in sandstone mining, namely, *Sompura,* may be given priority:

Provided further that no quarry lease shall be granted to any person who holds a quarry lease.

(2) In case of granting a quarry lease in a Scheduled Area, the recommendation of the Gram Sabha in whose area the notified area is situated shall be obtained prior to granting the quarry Lease.

(31) Conditions for grant of quarry lease -

(1) The quarry lease shall be granted in Form H on payment of a non-refundable fee of:

(a) rupees five hundred for an area up to one thousand square metres, and

(b) rupees one thousand for an area more than one thousand square metres.

(2) The quarry lease holder shall make an application for renewal of the quarry lease along with payment of a non-refundable fee at the rate of:

(3) The quarry lease shall not be renewed for a period exceeding one year at a time. The application for renewal of the quarry lease shall be made in

Form G at least two months before the expiry of the quarry lease. If the application for renewal is not made at least two months before the expiry of the quarry lease, an additional fee of rupees fifty shall be paid for delay in applying for renewal of the quarry lease:

Provided that the quarry lease shall not be renewed in the event that the application for renewal is made after expiry of the quarry lease.

(4) The quarry lease shall be granted for a maximum period of three years.

(5) The quarry lease holder shall pay in advance, royalty on the mineral to be extracted at fifty per cent of the rate mentioned in Table A of Schedule IV or fifty per cent of the dead rent mentioned in Table B of Schedule IV, whichever is higher.

(6) The quarry lease holder shall pay rupees five per hundred square metres or part thereof as surface rent in advance annually.

(7) The quarry lease holder shall also contribute such amounts as may be required under section 15A to designated account of the District Mineral Foundation.

(8) The quarry lease holder shall commence quarrying operations in accordance with the approved mining plan and after obtaining all applicable environmental clearances for the area.

(9) In the event of any contravention of any of the provisions of this CHAPTER VII or the conditions of the quarry lease, the quarry lease shall be liable to be terminated.

(10) If any mineral is removed without payment of royalty as required to be paid under the quarry lease, the District Magistrate or any officer duly authorized by him may enter the land in respect of which the

quarry lease is granted and take possession of all or any of minerals or movable property or such part of it as will suffice to recover the royalty payable.

(11) If the payment of any amount recoverable under the quarry lease is not made within thirty days from the due date, the same may be recovered as arrears of land revenue and the quarry lease may be terminated.

(12) On or after expiry of the period of the quarry lease or when the quarry lease is terminated before the date of expiry of the period, the quarry lease holder shall not, after the date of such cancellation, carry on any quarrying operations or remove any mineral that may have been excavated.

(13) The quarry lease holder shall maintain accounts to verify the production and payment of royalty in the manner as may be specified by the Commissioner.

(14) In case no quarrying operations are carried out in the notified area specified in the quarry lease, for a period of ninety days without any reasonable cause or without permission of the District Magistrate, the quarry lease shall be liable to be terminated after giving the quarry lease holder an opportunity to state his case.

(15) Notwithstanding anything to the contrary contained herein, the provisions of rule 56 shall not apply to a quarry lease issued under this CHAPTER VII.

(32) **Dimension of area for Quarry Lease-** The dimension of the area to be granted under a quarry lease shall be a square or rectangular.

(33) **Refund of Payments**:

Any payments made to the District Magistrate by the holder of a quarry lease pursuant to rule 31 shall be refunded by the Magistrate to such holder of quarry lease if the minor mineral in respect of which such payments were made is not dispatched.

CHAPTER VIII: SCIENTIFIC AND SYSTEMATIC MINING

(34) Mining Plan-

(1) No mining operations shall be undertaken except in accordance with the mining plan which has been approved by the Government in terms of rules [35, 36, 37 and 38]:

Provided that in cases which are exempt from the requirement of procuring an environmental clearance under the Environment Impact Assessment Notification, 2006, issued by the Ministry of Environment and Forests, no mining plan shall be required.

(2) The mining plan shall incorporate: -

(a) the plan of the mineral concession area showing the nature and extent of the mineral body, spot or spots where the mining operations are proposed to be based on the prospecting data provided by the Government or gathered by the bidder or any other person;

(b) details of the geology and lithology of the area including mineral resource and reserves of the area;

(c) the extent of manual mining or mining by the use of machinery and mechanical devices;

(d) the plan of the area showing natural water courses, limits of reserves and other forest areas and density of trees, if any, assessment of impact of mining activity on forest, land surface and environment including air and water pollution, details of scheme of restoration of the area by afforestation, land reclamation, use of pollution control devices and such other measures as may be directed by the Government in writing from time to time;

(e) a tentative scheme of mining and annual programme and plan for excavation from year to year for five years;

(f) a progressive mine closure plan as defined under these rules, if applicable;

(g) tentative estimate about accretion of mine waste and its manner and its manner and mode of disposal and confinement;

(h) manner of mineral processing and mineral up-gradation including mode of tailing disposal;

(i) pre-feasibility report prepared in accordance with the Environment Impact Assessment Notification, 2006; and

(j) any other information which the State Government may require the bidder to provide in the mining plan.

(3) The mining plan shall be made in accordance with such manual or

guidelines, as may be notified by the State Government, in that regard:

Provided that the State Government may revise or update, every five years or earlier if required, the formats of the mining plan and the mine closure plan prescribed by it:

(4) The Government may impose such conditions as it considers necessary by an order in writing if such modification or imposition of conditions are considered necessary in the light of the experience of operation of mining plan or in view of the change in the technological development.

(5) If the mining operations are not carried out in accordance with the approved mining plan or any information contained in the mining plan is found to be incorrect, misleading or non-compliant with applicable laws including these rules, the Government may by order, suspend all or any of the mining operations and permit continuance of only such operations as are required to restore the conditions in the mine as envisaged under the approved mining plan or modified mining plan, for the purpose of restoration to the extent possible:

Provided that the mineral concession holder should be informed in writing about the violation and if the violation is not rectified within a period of forty-five days thereof, a show cause notice should be given asking reasons why the mining operations should not be suspended and, further, if no satisfactory reply is received within a period of thirty days, the mining operations can be suspended:

Provided further that the competent authority may revoke the suspension after the mineral concession holder rectifies the violation intimated in this regard.

(35) Preparation of Mining Plan-

(1) Every mining plan shall be prepared by a person who has the following qualifications and experience:

(a) a degree in mining engineering or a post-graduate degree in geology obtained from a university established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institutions recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification granted by any university or institution outside India and recognised by the Government of India; and

(b) relevant professional experience of five years of working in a supervisory capacity in the field of mining after obtaining the degree.

(2) Only a person qualified to prepare a mining plan may carry out modifications to a mining plan.

(3) It shall be the obligation of the successful bidder/ mineral concession holder to ensure that the mining plan is prepared in accordance with applicable laws.

For the purposes of preparation of a mining plan, the successful bidder may, upon a written request in Form I, be granted a limited prospecting permit to conduct prospecting operations. The purpose of such limited exploration shall be strictly to gather information and data for the purposes of preparing a mining plan. Any minerals won during such exploration shall be handed over to the Government, free of cost:

Provided that the successful bidder may retain the core recovered during the prospecting operations.

The prospecting permit shall be granted in the format specified in Form J.

(36) Procedure for approval of the Mining Plan-

(1) The mining plan shall be submitted to the Government.

(2) Every mining plan submitted for approval under sub-rule (1) shall be accompanied by a fee of rupees five thousand.

(3) The Government shall, by an order in writing, dispose of the application for approval of the mining plan within a period of ninety days from the date of receiving of such application:

Provided that the aforesaid period of ninety days shall be applicable only if the mining plan is complete in all respects, and in case of any modifications subsequently suggested by the Government after the initial submission of the mining plan for approval, the said period shall be applicable from the date on which such modifications are carried out and submitted afresh to the Government.

(4) The Government may, by an order in writing, at any time direct modification of the mining plan or impose such conditions in the mining plan as it may consider necessary.

(37) Modification and review of the mining plan.-

(1) The mining plan for minerals specified in Part A-II or Part B of Schedule III, once approved, shall be subject to review and updation at an interval of every five years starting from date of registration of the duly executed quarry lease deed.

(2) At least one hundred twenty days before the expiry of every five years period specified in sub-rule (1), the lessee shall submit a mining plan for mining operations, for the minerals specified in Part A-II or Part B of Schedule III, for a period of five subsequent years prepared in accordance with rule 35 , which shall be disposed of in accordance with rule 36 :

Provided that the mining operations shall not be carried out or allowed to be carried out by the quarry lease holder till the approval of the scheme of mining.

(3) The mining plan for minerals specified in Part A-I of Schedule III, once approved, shall be subject to review and updation at least once during the period of the quarry lease.

(4) A quarry lease holder may seek modifications in the approved mining plan as are considered expedient, keeping in view changes in the business environment; or in the interest of safe and scientific mining, conservation of minerals, for the protection of environment; or any other reason to be specified in writing by the quarry lease holder. Any modification to a mining plan shall be approved in writing by the authority that approved the initial mining plan.

(5) In case of modifications to a mining plan, the provisions of **Rule** 35 shall apply mutatis mutandis.

(38) Mining plan to be submitted by existing lessee-

(1) Where mining operations for minor minerals have been undertaken before the commencement of these rules without an approved mining plan, the lease holder of such lease shall submit a mining plan within a period of six months from the date of commencement of the rules, to the Government for its approval.

(2) If a lease holder has not been able to submit the mining plan within the specified time for reasons beyond his control, he may apply in writing for extension of time giving reasons to the Government.

(3) The Government on receiving an application made under sub-rule (2) above, may on being satisfied extend, through an order in writing, the period for submission of the mining plan for a period which may not exceed one year.

(4) The Government may, through an order in writing, approve the mining plan submitted by the lease holder under sub-rule (1) with modifications to be carried out in the mining plan and the lease holder shall carry out such modifications and resubmit the modified mining plan for approval of the Government.

(5) The Government shall, within a period of ninety days from the date of receipt of the mining plan or the modified plan convey its or his approval or disapproval in writing to the applicant and in case of disapproval it or he shall also convey the reasons for disapproving the said mining plan or the modified mining plan:

Provided that in case of disapproval of a mining plan, no mining operations shall be carried out until the mining plan is resubmitted and is approved in accordance with these rules.

(6) If no decision is conveyed within the period stipulated under sub-rule (5), the mining plan or the modified mining plan, as the case may be, shall be deemed to have been provisionally approved and such approval shall be subject to the final decision whenever communicated.

(7) The mining plan submitted under sub rule (1) shall be prepared by a person specified in sub-rule (1) of rule 35.

CHAPTER IX: EXPIRY OF A QUARRY LEASE

(39) **Auction after expiry of a quarry lease**- On the expiry of the lease period, the quarry lease shall be put up for auction as per the procedure specified in the rules.

CHAPTER X: LAPSE, SURRENDER OR TERMINATION

(40) **Lapsing of the quarry lease**-

(1) A quarry lease shall lapse in accordance with the provisions of section 4A. Subject to the conditions of this rule, where quarrying operations are not commenced within a period of two years from the date of execution of the quarry lease, or are discontinued for a continuous period of two years after commencement of such operations, the quarry lease shall lapse.

(2) The lapsing of a quarry lease shall be recorded through an order issued by the Government and shall also be communicated to the lessee.

(3) Where a lessee is unable to commence the quarrying operations within a period of two years from the date of execution of the quarry lease or discontinuation of quarrying operations for reasons beyond his control, he may submit an application to the Government, explaining the reasons for the same, at least three months before the expiry of such period of two years:

Provided where the lessee has failed to make the application within the time stipulated above, the quarry lease shall lapse on expiry of the period of two years.

(4) The Government shall, after examining the adequacy and genuineness of the reasons for the non-commencement of quarrying operations or discontinuance thereof, pass an order, within a period of three months from the date of receipt of the application made under sub-rule (3) or the date on which the quarry lease would have otherwise lapsed, whichever is earlier, either granting or rejecting such request:

Provided that, such quarry lease shall lapse on failure to undertake mining operations or inability to continue the same before the end of a period of six months from the date of the order of the Government communicating that the lease has not lapsed.

(5) The Government may, on an application made by the quarry lease holder submitted within a period of six months from the date of its lapse and on being satisfied about the adequacy and genuineness of the reasons for non- commencement of quarrying operations or discontinuance thereof was beyond the control of the holder of the quarry lease, revive the quarry lease within a period of three months from the date of receiving the application from such prospective or retrospective date as it thinks fit but not earlier than the date of lapse of the quarry lease:

Provided that no quarry lease shall be revived more than twice during the entire period of the quarry lease.

(6) Every application made under sub-rule (3) prior to lapse of the quarry lease or under sub-rule (5) for revival of the quarry lease shall specify in detail:

(a) the reasons on account of which it will not be possible for the lessee to undertake or on account of which the lessee failed to undertake quarrying operations or continue such operations;

(b) the manner in which such reasons are beyond the control of the lessee: and

(c) the steps that have been taken by the lessee to mitigate the impact of such reasons.

Provided that the Government may seek such additional information, documents or clarifications with respect to the application as it may require.

(7) Every application under sub-rule (3) or sub-rule (5) shall be accompanied by a nonrefundable fee of rupees five thousand per hectare or part thereof or fifty thousand, whichever is higher.

(8) The Government shall have the right to enforce the performance security of the lessee to carry out protective, reclamation and rehabilitation measures in the leased area of the quarry lease which has lapsed.

(9) The lessee shall pay any expenditure over and above the performance security incurred by the Government, towards protective, reclamation and rehabilitation measures in the leased area of the quarry lease which has lapsed.

(41) **Surrender of the quarry lease-**

(1)The lessee may make a written application to the Government in **Form K** for surrender of the entire area of the quarry lease after giving a notice in writing of not less than six calendar months from the intended date of surrender. Such application shall be accompanied by an approved final mine closure plan:

Provided that the lessee may make a written application for surrender of a part of the area under quarry lease only in case the lessee has been unable to obtain forest clearance for such area and in such cases, the minimum area of the quarry lease shall stand adjusted accordingly.

(2)The Government shall allow, through an order in writing, surrender of a quarry lease under sub-rule (1) if the following conditions are satisfied:

(a) the lessee has submitted documents to evidence implementation of the approved final mine closure plan; and

(b) all dues with respect to the quarry lease have been settled.

(3) In case of surrender of the entire area of the quarry lease prior to exhaustion of mineral resources, the performance security provided by the lessee shall be forfeited.

(4)In the event that the lessee surrenders the entire area of the quarry lease prior to expiry of the lease tenure on account of exhaustion of the mineral resources, the performance security provided by the lessee shall be returned after adjustment of dues, if any.

(5)The lessee shall pay any expenditure over and above the performance security incurred by the Government, towards protective, reclamation and rehabilitation measures in the leased area of the quarry lease which has been surrendered.

(42) **Termination of the quarry lease-**

(1) The Government shall have the right to terminate the quarry lease in the following situations:

(a) The Government may, by an order in writing, terminate the quarry lease at any time if the lessee has, in the opinion of the Government, transferred the quarry lease or any right, title, or interest therein or encumbered the quarry lease otherwise than in accordance with these rules or the terms of the quarry lease deed:

Provided that no such order shall be made without giving the lessee a reasonable opportunity of being heard.

(b) If the lessee does not allow entry or inspection under sub-rules (15), (17), (20), (22) and (23) of rule 17 , the Government shall give notice in writing to the lessee requiring him to show cause within fifteen days of the notice as to why the quarry lease should not be terminated and his performance security forfeited; and if the lessee fails to show cause within the aforesaid time to the satisfaction of the Government, the Government may terminate the quarry lease and forfeit or appropriate the whole or part of the performance security in the manner specified in the quarry lease deed and these rules.

(c) If the lessee is convicted of illegal mining and there are no interim orders of any court of law suspending the operation of the order of such conviction in appeals pending against such conviction in any court of law, the Government may, without prejudice to any other proceedings that may be taken under these rules, the Tripura Mineral (Prevention of Illegal Mining and Transportation and Storage) Concession Rules, 2025, after giving the lessee an opportunity of being heard and for reasons to be recorded in writing and communicated to the lessee, terminate the quarry lease and forfeit or appropriate the whole or part of the performance security in the manner specified in the quarry lease deed and the rules.

(d) Subject to clause (4) and clause (5) of rule 7, if the lessee makes any default in any payment prescribed under these rules or the quarry lease deed or commits a breach of any of the conditions specified in rule 17,18 or 19, the Government shall give notice in writing to the lessee requiring him to pay such payments and remedy the breach,

as the case may be, within sixty days from the date of the receipt of the notice and if such payments are not paid or/and the breach is not remedied within the said period, the Government may, without prejudice to any other proceedings that may be taken against him, terminate the quarry lease and forfeit or appropriate the whole or part of the performance security in the manner provided in the quarry lease deed and these rules.

(e) If the lessee fails to comply with the production requirements specified in the quarry lease deed and such non-compliance exceeds for more than seven instances in case of minerals specified in Part A-II or Part B of Schedule III or for more than three instances in case of minerals specified in Part A-I of Schedule III, the Government shall have a right to terminate the quarry lease without prejudice to any other proceeding to be taken against the lessee. The Government shall also have the right to terminate the quarry lease in the event that the annual production for minerals specified in Part A-I of Schedule III exceeds the total annual production limit for the mineral as per approved mining plan.

(f) Notwithstanding anything contained in the foregoing provisions, the Government may terminate the quarry lease at any time by giving to the lessee six months‟ notice in writing, if the lease area or any part thereof is required by the Government under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013). A declaration in this regard, under the signature of the Government that the lease area, or as the case may be, the part of the area is so required shall, as between the lessee and the Government be conclusive.

On the termination of the quarry lease as stipulated above, the lease area shall be resumed by the Government, or the landowner, as the case may be, and the lessee shall be paid such compensation, for the investment made for the development of mining area only and not for the land and mineral, as may be determined by the Government for the purpose. For the purpose of assessing the amount of compensation, the Government shall determine the compensation in accordance with the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013).

(g) If the lessee fails to comply with of provisions of the Act, the rules or the quarry lease deed.

(2) Subject to sub-rule (1), in the event of termination of a quarry lease, the Government shall have the right to enforce the performance security of the lessee to carry out protective, reclamation and rehabilitation measures in the area.

(3) The lessee shall pay any expenditure over and above the performance security incurred by the Government, towards protective, reclamation and rehabilitation measures in the leased area of the quarry lease

which has been terminated.

(4) The lessee shall at the expiry or sooner termination of the quarry lease thereof deliver to the Government, within such period as may be notified by the Government:

(a) all mines, pits, waterways and other works sunk or made on or under the lease area except such as have been abandoned with the sanction of the Government;

(b) in an ordinary and fair course of working, all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the quarry lease term were upon or under the lease area including all such machinery set up by the lessee below ground which cannot be removed without causing injury to the mines, quarries or works under the lease area; and

(c) all buildings and structures of bricks or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the mines and minerals.

(5) Upon termination of the quarry lease, the lessee shall retain all documents, books and records related to the lease area for a period of three years or such longer period as may be specified under applicable law. The lessee may also retain such books and records in electronic form if permitted under applicable law.

CHAPTER XI: TRANSFERS

(43) Transfer of quarry lease. -

(1) A quarry lease holder may transfer such concession to any person eligible to hold a quarry lease in accordance with these rules with the prior written approval of the Government in the manner specified in these Rules:

Provided that in cases of an auction under sub-rule (3) of rule 4, the transferee shall satisfy the eligibility criteria prescribed under such auction.

(2) The transferor and the transferee shall, prior to the transfer, jointly submit a written application to the Government in the format specified in Form L, namely the "**transfer application"**, which shall also contain details of the consideration payable by the transferee for the transfer, including the consideration in respect of the work already undertaken and the reports and data generated during the operations. The transfer would be subject to payment of such amount by the transferor as specified in clause (a) of sub rule (4) and submission of a duly executed transfer deed as specified in clause (b) of sub-rule (4).

(3) The Government within a period of ninety days from the date of receiving a transfer application made under sub-rule (2) shall convey its decision to approve or reject such transfer for reasons to be recorded in writing:

Provided that if the Government does not convey its decision for such a transfer, within a period of ninety days from the date of receiving such a transfer application, it shall be construed that the Government has no objection to such transfer:

Provided further that no such transfer of a quarry lease shall be made in contravention of any condition subject to which the quarry lease was granted.

(4) The transferor shall within a period of thirty days from the date of receipt of the written approval from the Government as specified in sub-rule (3) or expiry of the period after which it is construed that the Government has no objection to such transfer pursuant to the first proviso to sub-rule (3), as the case may be:

(a) make payment of:

(i) in case of minerals specified in Part A-I of Schedule III: rupees one lakh if residual value of mineral resources is upto rupees one crore and rupees two lakh if residual value of mineral resources is greater than rupees one crore; and

(ii) in case of minerals specified in Part A-II or Part B of Schedule III: rupees five lakhs if residual value of mineral resources is upto rupees ten crores and rupees ten lakhs if residual value of mineral resources is greater than rupees ten crores;

(b) submit a duly registered deed in the format specified in Form M namely the "**transfer deed**".

(5) Subject to receipt of payments under sub-rule (4), the date of commencement of the transfer deed shall be the date on which a duly executed transfer deed is registered. On and from the transfer date, the transferee shall be liable towards the Government with respect to any and all liabilities with respect to the quarry lease.

(6) All transfers effected under this rule shall be subject to the condition that the transferee has accepted all the conditions and liabilities under any law for the time being in force which the transferor was subject to in respect of such a quarry lease.

(7) When the ownership of a quarry lease is transferred as per provisions of this rule , the transferor shall hand over to the transferee within a period of seven days of the transfer of the ownership, borehole cores along with records and samples preserved, if any, all plans, sections, reports, registers and other records maintained in pursuance of the provisions of these rules or orders made thereunder, and all correspondence

(44) **Creation of Encumbrances. -** A person holding a quarry lease shall not except with the prior written permission of the Government or the officer authorized by the Government:

(a) assign, sublet, mortgage or otherwise encumber the quarry lease or any right, title or interest therein; or

(b) enter into or make any arrangement, contract or understanding whereby the quarry lease holder will or may be directly or indirectly financed to a substantial extent by or under which the operations or undertaking of the quarry lease holder will or may be substantially controlled by, any person or body of persons other than the holder of the quarry lease.

(45) **Transfer void**. - Any transfer of a quarry lease or creation of an encumbrance thereon which is not in compliance with these rules shall be void.

CHAPTER XII: REGISTERS AND RETURNS

(46) **Register of mineral concessions. -** The Government shall maintain:

1. A register of quarry lease, in electronic and physical form, in Form N.

2. A register of quarry permit in Form O.

3. A register of quarry lease in Form P.

(47) **Inspection of register**. - The registers maintained by the Government under rule 46. shall be open to inspection by any person on payment of a fee of rupees one hundred.

(48) **Returns and statements. -**

1. The quarry lease holder shall furnish to the Government:

   (a) every month, a monthly return in electronic form in Form Q before the tenth day of the succeeding month;

   (b) an annual return in electronic form in Form R for every financial year, before the 30th April of the succeeding year.

2. The quarry permit holder shall submit online monthly e-return including details of mineral usage as per Form S before the tenth day of the succeeding month;

3. The quarry lease holder shall submit monthly return including details of mineral usage before the tenth day of the succeeding month;

4. The mineral concession holder shall furnish to the Government, other such returns and statements and within such period as may be specified as per the rules.

5. If it is found that the mineral concession holder has submitted incomplete or wrong or false information in monthly or annual returns or fails to submit a return within the date specified, the Government may:

   (a) order suspension of all mining operations in the mine and may revoke the order of suspension only after ensuring proper compliance;

   (b) take action to initiate prosecution under these rules; and/ or

   (c) recommend termination of the mineral concession, in case such suppression or misrepresentation of information indicates abetment or connivance of illegal mining.

CHAPTER XIII: REVISION

(49) **Application for revision. -**

(1) Any person aggrieved by any order made by any authority in exercise of the powers conferred on it under these rules or the non-passing of any order by any authority in exercise of the powers conferred on it under these rules within the time prescribed therefor may, within two months of:

(a) the date of communication of the order to him, or

(b) the date on which the time period for passing such order expired,

apply to the Government in triplicate in the form specified in Form U for revision of the order or passing of an order, as the case may be:

Provided that the State Government may of its own motion also call for any record of proceeding and revise any order made by such authority.

(2) Any person aggrieved by any order made by the Government under these rules or non-passing of any order by the Government within the time prescribed therefor may, within two months of:

(a) the date of communication of the order to him; or

(b) the date on which the time period for passing such order expired,

apply to the Committee to be constituted by the Government in triplicate in the form specified in Form U for revision of the order or passing of an order, as the case may be.

Provided that the Committee may of its own motion also call for any record of proceeding and revise any order made by the Government.

(3) The application under sub-rule (1) or sub-rule (2) shall be in writing and should be accompanied by a non-refundable fee of rupees one thousand by way of a treasury challan:

Provided that any such application may be entertained after the said period of two months if the applicant satisfies the Government or the Committee, as the case may be, that he had sufficient cause for not making the application within time.

(4) In every application under sub-rule (1) or sub-rule (2) against the order refusing to grant a mineral concession, any other person to whom a mineral concession was subsequently granted in respect of the same area or for a part thereof, shall be impleaded as a party.

(5) The applicant shall, along with the application under sub-rule (1) or sub-rule (2), submit to the Government or the Committee, as the case may be, as many copies thereof as there are parties impleaded.

(6) On receipt of the application and copies thereof, the Government or the Committee, as the case may be, shall send where applicable, a copy of the application to all the impleaded parties including the concerned authority or the Government, as the case may be, calling upon them to make such comments as they may like to make within two months from the date of issue of such communication, if any, against the revision application.

(50) **Orders on revision application -**

(1) The concerned authority or the Government, as the case may be, and the impleaded parties shall, while furnishing comments to the Government or the Committee, as the case may be, simultaneously endorse a copy of the comments to the other parties by registered post acknowledgement due.

(2) Comments received from any party under sub-rule (1) shall be sent to the other parties for making such further comments as they may like to make within one month from the date of issue of the communication and the parties making further comments shall send them to all the other parties by registered post acknowledgement due.

(3) The revision application, the communications containing comments and counter comments referred to in sub-rules (1) and (2) shall constitute the records of the case.

(4) After considering the records referred to in sub-rule (3), the Government or the Committee, as the case may be, may:

(a) confirm the order; or

(b) set aside the order and direct the concerned authority or the Government, as the case may be, to reconsider the order on such grounds as it may deem just and proper.

In case the order is set aside under clause (b), the concerned authority or the Government, as the case may be, shall reconsider its earlier order and issue a revised order within ninety days of receipt of directions from the Government or the Committee, as the case may be.

(5) The Government or the Committee, as the case may be, may, pending the final disposal of an application for revision, stay the execution of the order against which any revision application has been made for sufficient cause and through an order in writing.

(6) Before passing any order adversely affective a person, such person shall be given the opportunity of stating his case

(7) Protection of action taken in good faith - Notwithstanding the above, no suit, prosecution or other legal proceedings shall lie against any authority in exercise of the powers conferred on it under these rules for anything which is in good faith done or intended to be done.

CHAPTER XIV - PAYMENTS

(51) **Manner of Payment -** Any amount payable under the Act or rules made thereunder except that payable in respect of revision petition under sub-rule (1) or sub-rule (2) of rule 49, shall be paid in such manner as the Government may specify in this behalf.

(52) **Refund of Payments-**

(1) Any payments excluding performance security or financial assurance or any such payment in the nature of refundable deposit made to the Government by the holder of a Quarry Lease pursuant to the Act or these rules shall be refunded to such holder of quarry lease if the minor mineral in respect of which such payments were made is not dispatched and such refund shall be granted by: -

i. the District Magistrate, for an amount of up to rupees one lakh;

ii. the Commissioner of Geology and Mining, for an amount up to rupees ten lakhs; or;

iii. the Government, for an amount exceeding rupees ten lakhs,

(2) The refundable security deposit or financial assurance or any such payment in the nature of refundable deposit provided to the Government by the holder of the quarry lease shall be refunded within 180 days of the expiry of the quarry lease by the Government after recording that no payment is due or outstanding to be received by the Government from the holder of such quarry lease;

Provided that, in case any payment is due or outstanding from the holder of such quarry lease, such payment shall be adjusted by the Government and the balance amount of security deposit shall be refunded.

(53) Revision of fee and other amounts payable. - The State Government may, by notification in the Official Gazette, enhance or reduce any fee, rate of payment or any other amount payable by holder of a mineral concession:

Provided that the Government shall not enhance the rate of royalty, rate of dead rent, or amount of financial assurance in respect of any mineral more than once during any period of three years.

(54) Payment of interest. - The Government shall, without prejudice to the provisions contained in these rules, charge simple interest at the rate of eighteen per cent per annum on:

(a) any payment due to Government under rule 11;

(b) any fee, Cess or other sum due to the Government under these rules;

(c) any other payment under the terms and conditions of mineral

concession,

the payment of which is delayed beyond thirty days from the due date thereof. Such interest shall be charged from the due date of payment and until payment of such amount.

(55) Charging of Royalty in case of minerals subjected to processing

(1) In case processing of run-of-mine mineral is carried out within the leased area, then royalty shall be chargeable on the processed mineral removed from the leased area.

(2) In case run-of-mine mineral is removed from the leased area to a processing plant which is located outside the leased area, then royalty shall be chargeable on the unprocessed run-of-mine mineral and not on the processed product.

(56) Rate of Royalty, dead rent and surface rent.

(1) The holder of a mineral concession granted under these rules shall pay royalty in respect of minor minerals, specified in Table A of the Schedule IV, removed or consumed by him or by his agent, manager or employee from the leased area at the rates respectively specified against them in Table A of the said Schedule.

(2) The quarry lease holder granted under these rules shall pay yearly dead rent in respect of minor minerals specified in Table B of Schedule IV, at the rates respectively specified against each minor mineral.

(3) In case the royalty paid during a year under sub-rule (1) in respect of a minor mineral is greater than the dead rent payable, no dead rent shall be payable under sub-rule (2).

(4) Where the royalty paid during a year under sub-rule (1) in respect of a minor mineral is less than the dead rent payable under sub-rule (2), only the difference between the two amounts shall be payable as dead rent.

(5) If in the same lease hold area, more than one minor mineral is permitted to be mined, the lessee shall be liable to pay royalty for each such mineral or as the case may be, the Government shall not charge separate dead rent for every such minor mineral:

(6) Provided that the lessee shall be liable to pay: (a) the aggregate of royalty in respect of all minerals; or (b) the highest dead rent applicable with respect to the minerals included in the relevant quarry lease, whichever is higher.

(7) Illustration: In case three minerals are included in the quarry lease, the dead rent which is highest with respect to any of the said three minerals shall be considered for the purpose of (b) above.

(8) The holder of a mineral concession granted under these rules shall also pay a yearly surface rent to the Government for the surface area leased to him, at the rate of rupees one thousand per hectare or part thereof or at then on-agriculture assessment rate prescribed by the Revenue Department from time to time, whichever is higher.

(57) Upfront payment and performance security for minerals specified in Part - I of Schedule III.

In case of minerals specified in Part A-I of Schedule III, the upfront payment to be made under rule 9 and the performance security to be furnished under rule 10 shall each be for an amount equivalent to one percent of the total value of estimated resources.

(58) Sum due to be recovered as Arrears of Land Revenue. - Any rent, royalty, tax, fee, penalty, auction premium or other sum due to the Government may be recovered as arrears of land revenue in term of the provision of the Tripura Land Revenue and Land Reforms Act, 1960.

(59) **Minimum Alternate Premium**. - Any person to whom a quarry lease is granted under rule 29 or a quarry lease is granted without auction or competitive bidding, shall pay a minimum alternate premium in addition to other applicable amounts payable under these rules. The amount of such minimum alternate premium to be paid shall be as notified by the Government for various districts or talukas in the State of Tripura for the minerals listed in Schedule III:

Provided that, the Government shall not enhance the rate of Minimum Alternate Premium in respect of any mineral more than once during any period of three years.

CHAPTER XV - ENVIRONMENT MANAGEMENT

(60) Environmental clearance

Mining operations will be undertaken only pursuant to a valid environmental clearance in accordance with the provisions of the Environment (Protection) Act, 1986 and the rules and notifications issued there under, including the Environment Impact Assessment Notification, 2006.

(61) Mine Closure plan

Every mine shall have a mine closure plan in terms of Annexure – A attended to these rules, which shall contain steps to be taken for reclamation, rehabilitation measures taken in respect of a mine or part thereof commencing from cessation of quarrying or processing operations in a mine / cluster or part thereof. The mine closure plan shall be of two types:

(a) progressive mine closure plan; and

(b) final mine closure plan.

(62) Submission of progressive mine closure plan.

(1) The progressive mine closure plan shall be prepared by the quarry lease holder only for minerals specified in Part A-II or Part B of Schedule III, for the purpose of providing protective, reclamation and rehabilitation measures in a mine or part thereof.

(2) The progressive mine closure plan shall be prepared in the manner specified and in the standard format as per the guidelines issued by the Government in this regard.

(3) In case of fresh grant of quarry lease, a progressive mine closure plan as a component of mining plan shall be submitted to the Government.

(4) The lessee shall, in case of an existing quarry lease, submit a progressive mine closure plan to the Government/officer authorized by the Government in this behalf for approval within a period of one year from the date of commencement of these rules.

(5) The lessee shall review the progressive mine closure plan every five years from the date of its approval in case of existing mine or from the date of opening of the mine in case of fresh grant of quarry lease, as the case may be and shall submit to the officer authorized by the Government for its approval.

(6) The Government/officer authorized by the Government shall convey his approval or refusal of the progressive mine closure plan in writing within a period of ninety days from the date of receipt:

Provided that therefore said period of ninety days shall be applicable only if the progressive mine closure plan is complete in all respects, and in case of any modifications subsequently suggested by the Government after the initial submission of the progressive mine closure plan for approval, the said period shall be applicable from the date on which such modifications are carried out and submitted a fresh to the Government.

(7) If the approval or refusal of the progressive mine closure plan is not conveyed to the lessee, within the period as specified in sub-rule (6), the progressive mine closure plan shall be deemed to have been provisionally approved and such approval shall be subject to the final decision whenever communicated.

(63) Submission of Final mine closure plan.

(1) The final mine closure plan shall be prepared by all mineral concession holders under these rules for the purpose of decommissioning, reclamation and rehabilitation in the mine, cluster or part thereof after cessation of mining and mineral processing operations.

(2) The final mine closure plan shall be prepared in such manner and in such format as may be specified by the guidelines issued by the Government in this regard.

(3) The lessee shall submit final mine closure plan to such officer as may be authorized by the Government for approval, one year prior to the proposed closure of the mine. Such final mine closure plan shall be considered by the Government and the approval or refusal of the same shall be conveyed within a period of ninety days from the date of its receipt:

Provided that the aforesaid period of ninety days shall be applicable only if the final mine closure plan is complete in all respects, and in case of any modifications subsequently suggested by the committee referred at sub-rule 3 of rule 65 after the initial submission of the final mine closure plan for approval, the said period shall be applicable from the date on which such modifications are carried out and submitted of.

(4) If approval or refusal of the final mine closure plan is not conveyed in writing to the lessee within time period as specified in sub-rule (3), the final mine closure plan shall be deemed to have been provisionally approved and such approval shall be subject to the final decision whenever communicated in writing.

(64) Responsibilities of holder of mineral concession.

(1) The holder of a mineral concession shall have the responsibility to ensure that the protective measures contained in the mine closure plan including reclamation and rehabilitation work have been carried out in accordance

with the approved mine closure plan or with such modifications as approved by the Government/officer authorized by the Government under these rules.

(2) The holder of a mineral concession shall submit to the Government/officer authorized by the Government a yearly report before 1st July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plan and if there is any deviation, reasons thereof.

(65) Financial assurance.

(1)Financial assurance shall be furnished by every lease holder for due and proper implementation of the approved progressive and final mine closure plan. The amount of financial assurance shall be rupees one lakh per hectare or part thereof the quarry lease area put to use for mining and allied activities:

Provided that a quarry lease holder shall be required to enhance the amount of financial assurance with the increase in the area of mining and allied activities:

Provided further that, where a quarry lease holder undertakes reclamation and rehabilitation measures as part of the progressive closure of mine, the amount so spent shall be reckoned as the sum of the financial assurance already spent by the leaseholder and the total amount of financial assurance to be furnished by the lease shall be reduced to that extent.

(2) The financial assurance shall be submitted by way of a bank guarantee in the format as provided in Form or a non-interest-bearing security deposit. The financial assurance should remain valid:

a. for an initial period of five years and thereafter for subsequent periods of five years or the remaining term of the quarry lease, whichever is lower, in case of minerals specified in Part A-II or Part B of Schedule III; or

b. for the entire duration of the quarry lease term, for minerals specified in Part A-I of Schedule III, as the case may be.

(3) Release of financial assurance shall be effective upon the notice given by the lease holder for the satisfactory compliance of the provisions contained in the mine closure plan and certified by a committee comprising of three members, one each from the following departments, as nominated by the respective head of department: (a) Geologist(CGM); (b)Tripura Pollution Control Board; and Roads and Buildings Department.

(4) If the committee referred at sub-rule (3) has reasonable grounds for believing that the protective, reclamation and measures as envisaged in the approved mine closure plan in respect of which financial assurance was given have not been or will not be carried

out in accordance with mine closure plan, either fully or partially, the committee shall give the lease holder a written notice of its intension to issue the orders for forfeiting the sum assured at least thirty days prior to the date of the order to be issued.

(5) Within thirty days of the receipt of notice referred to in sub-rule (4) if no satisfactory reply has been received in writing from the lease holder, the committee referred at sub-rule (3) shall pass an order for forfeiting the surety amount (pursuant to security provided under sub-rule (2)) and a copy of such order shall be end or send to the Government.

(6) Upon the issuance of an order by the committee referred at sub-rule (3), the Government may realize/invoke any security provided under sub-rule (2) for the purpose of performance of protective, reclamation, rehabilitation measures and shall carry out those measures, or appoint an agent to do so.

(66) System of working.

1. System of working in quarry lease shall be performed by formation of benches.

2. Such benches in mineral and overburden including weathered mineral shall be staked separately and the benches in over burden or weathered mineral shall be kept sufficiently away in advance so that their working does not interfere with the working of quarry.

3. In order to ensure optimum production with minimum waste generation, every leaseholder shall endeavor to deploy machinery and equipment as per the mining plan.

(67) Separate stacking of non - saleable mineral.

1. The non-saleable mineral or sub-grade mineral at a quarry or mine bottom shall regularly be collected and transported to the surface and the quarry or mine floor shall be kept reasonably clear of debris.

2. The over burden and waste material obtained during mining operations shall not be allowed to be mixed with non-saleable or sub-grade minerals. The mineral, overburden, waste material, non-saleable mineral or sub-grade mineral shall be stacked separately on the ground earmarked for the purpose.

3. The ground selected for dumping of top soil, overburden, waste material and non-saleable mineral or sub-grade mineral shall be far away from workings of quarry or mine, but within the leased area.

(68) Employment of Qualified officers.

(1) For the purpose of carrying out mining operations in accordance with these rules, every quarry lease holder shall employ a mining engineer and a geologist.

(a) In case of minerals specified in Part A of Schedule III, the mining engineer and geologist can be employed up to a maximum of:

I. eighteen mines/quarries where mining is carried out by manual means; and

II. twelve mines/quarries where mining is carried out by any other means;

provided that all such mines/quarries are located within a radius of fifty kilometers.

(b) In case of minerals specified in Part B of Schedule III, geologist the and mining engineer can be employed up to a maximum of six mines/quarries; provided that all such mines/quarries are located within a radius of fifty kilometers:

Provided further that a whole-time geologist may be employed in-lieu of a part-time mining engineer.

(2) A geologist or mining engineer referred in sub-rule (1) above shall possess the qualifications specified below:-

(a) Geologist: A postgraduate degree in Geology obtained from a University established or incorporated by or under a Central Act, or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act,1956 or any equivalent qualification;

(b) Mining Engineer :

I. A degree in mining engineering obtained from a University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification; or

II. three years full time diploma certificate in Mining Engineering awarded by the State Technical Education Boards with two years' experience in mining operations

(3) If a quarry lease holder possesses the qualifications as mentioned in sub-rule (1), he may appoint himself as the qualified officer for the purpose of sub-rule (1).

(4) The lease holder shall intimate the Government, the details of qualified officer employed by him together with consent of such officer. When the employment of any such qualified officer is terminated or any such qualified officer leaves the said employment, the holder of the quarry lease shall within fifteen days from the date of such appointment, termination or leaving, inform such changes in writing to the Government.

(5) The quarry lease holder shall also comply with the provisions of the Mines Act, 1952 (35 of 1952) with regard to employment of qualified officers.

(69) Duties of qualified officer.

(1) Duties of Geologist: It shall be the duty of the geologist to:-

(a) And mining engineer periodic updating of minerals resources, maintenance of bore cores or samples and bore hole logs;

(b) conservation of mineral resources and optimal utilisation of the minerals and ores in the mining leases;

(c) prepare a scheme of prospecting as per the format specified by the Government and to carry out the investigation operation as per the scheme;

(d) manage all the geological maps, plans and sections which are required to delineate the ore body;

(e) carry out petrological and mineralogical studies of host rock and mineralized zones;

(f) calculate reserves and its grade;

(g) provide all the necessary information required for controlling the quality of the minerals produced;

(h) maintain proper records of the prospecting operations and records of sinking all mining operation;

(i) work out the appropriate method of sampling and ensure preparation of samples accordingly;

(j) update the reserve figures, category-wise at the end of every year in case of a working mine;

(k) identify the associated rocks and minerals and maintain proper records of the minerals produced;

(l) carry out all such orders and directions as may be given in writing under these rules by the Government and to forward a copy of all such orders or directions to the lease holder.

(2) Duties of Mining Engineer: It shall be the duty of the mining engineer to:-

(a) take all necessary steps to plan and conduct mining operations, so as to ensure conservation of minerals, systematic development of the mineral deposits and protection of environment in and around the quarry lease area in accordance with these rules;

(70) Environmental Safeguards to be implemented regarding mining operations. -

(1) Mine working shall be strictly as per the conditions of approved mining plan including the environment management plan, as the case may be.

(2) Failure to comply with sub-rule (1) may result in termination of quarry lease after giving thirty days' notice to the lease holder for compliance.

(71) Environmental Impact Mitigating Measures.-

The following measures shall be incorporated in the environment management plan and shall be followed by every lease holder:

(1) Removal and utilization of top soil:-

(a) The top soil collected during mining operations shall be managed to stack systematically at the approved site; and

(b) Top soil so stacked shall be utilized for plantation or for restoration and rehabilitation of the land no longer required for mining operations or for stabilizing/ landscaping the overburden dumps.

(2) Storage of overburden, waste rock, etc:-

(a) The overburden, waste rock and non-saleable mineral generated during mining operations shall be managed to stack separately in properly formed dumps on grounds earmarked in approved environmental clearance;

(b) The over burden dump shall be properly secured to prevent the degradation of the surrounding land or silting of water courses.

(c) Wherever possible, the waste rock or overburden or other rejects shall be used for back filling the worked out quarry or mine where the mineral has been recovered up to the optimum depth, with a view to restore the land to its original use or desired alternate use. Where the backfilling is not feasible, the waste dumps shall be scientifically vegetated by suitable native species to prevent erosion and surface run off; and

(d) The maximum height of the already existing waste dumps shall not exceed five metres and it shall be protected by walls of rubble stones or Geo-green blanket to prevent the flow of fine particles.

(3) Reclamation and Rehabilitation of lands: -

Restoration, reclamation and rehabilitation of land affected by mining operations shall be undertaken in a phased manner so that the work is completed before the conclusion of mining operations and the abandonment of the quarry or mine, with a view to leave a productive and sustainable site.

(4) Precaution against ground vibrations. -

Whenever any damage to public buildings or monuments is apprehended due to their proximity to the quarry lease area, scientific investigations shall be carried out by the holder of the quarry lease so as to keep the ground vibrations caused by blasting operations within safe limit.

(5) Precaution against air pollution: -

(a) Air pollution due to dust, exhaust emissions or fumes during, mining or processing operations for mineral and related activities shall be controlled and kept within permissible limits as specified under any environmental law for the time being in force. Main haulage roads of the mine shall be kept wet by sprinkling of water; and

(b) Periodical examination of air quality shall be monitored by the association of the cluster and results shall be intimated to concerned Geologist / mining engineer as well as the regional officer of the State Pollution Control Board.

(6) Discharge of toxic liquids:-

All possible precautions shall be taken to prevent or reduce to a minimum, the discharge of toxic and objectionable liquid effluents from a quarry or mine, workshop or beneficiation or metallurgical plants, tailing ponds, into surface or ground water bodies, ground water aquifers and usable lands. These effluents shall conform to the standards laid down in this regard.

(7) Precaution against noise pollution:-

(a) Noise arising out of mining and processing operations for a mineral at the source shall be controlled so as to keep it within the permissible limit; and

(b) Periodical examination of noise pollution shall be monitored by the association of the cluster and results shall be intimated to concerned Geologist / mining engineer as well as the regional officer of the State Pollution Control Board.

(8) Restoration of fauna/flora:-

(a) Effective measures shall be taken for plantation in the area earmarked in the environment management plan. It shall be ensured that plantation shall be done at least five per cent of the total land of the cluster as specified every year;

(b) The earmarked site for plantation shall be fenced and proper planning of watering and caring the plants shall be implemented. The same shall be looked after during the subsistence of the cluster;

(c) Suitable trees shall be planted along cluster boundary, on both sides

of the major roads, near site office of the mine and over the inactive dumps;

(d) The lease holder shall not cut or injure any trees in area of his quarry lease without the previous sanction in writing of any officer authorized in this behalf under any law in force; and

(e) All precautionary measures shall be taken during mining operations for conservation and protection of endangered fauna and flora.

(9) Water management: -

(a) Water collected shall be analysed and if found potable then it shall be diverted for drinking purpose in consultation with Tripura Water Supply and Sewerage Board.

(b) Accumulated unpotable rain water shall be de-watered and diverted to nearby pond / aquifer / river / nallah, catchment area by providing suitable pipe line or drains or link canals, as the case may be, in consultation with Tripura Water Supply and Sewerage Board;

(c) The procedure of water harvesting shall be adopted to recharge the ground water table;

(d) Effective steps shall be taken for setting up of a water treatment plant wherever required to treat the effluents collected in the working pits; and

(e) For working below ground water level, the quarry lease holder shall carry out a detailed hydro-geological study taking into account the mine water discharge, management of discharged water and shall obtain prior approval of the State Ground Water Department.

(10) Corporate Social Responsibility: -

(a) Regular health check-up camps for the workers engaged in mines shall be organized;

(b) Occupational health surveillance programme of the workers shall be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, which will be reported to the authority;

(c) Insurance cover to all workers engaged in mines shall be provided;

(d) Common vocational training centre shall be setup at a district level; and

(e) Local needs of habitant like school, crèche, hospital, veterinary hospital, sanitation, drinking water etc., shall be considered positively.

(72) Open cast working

(1) In open cast workings, the benches formed shall be so arranged that the

benches in mineral and overburden are separate so as to avoid mixing of waste with the minerals.

(2) The benches in overburden shall be kept sufficiently in advance so that their workings do not interfere with the working of minerals.

(3) Orientation of the workings and sequence of mining operations shall be such that different grades of minerals can be obtained simultaneously for blending with a view to achieve optimum recovery of minerals from the deposit.

(73) Notice of temporary discontinuance of work in mines and obligations of the lease holders.–

(1) Temporary discontinuance shall mean the planned or unplanned suspension of mining operations in a mine or part thereof and where the operations are likely to be resumed not earlier than sixty days.

(2) The lessee shall send to lease granting authority written notice in Form W when the mining or mineral processing operations in the mine or part thereof are discontinued for a period exceeding sixty days so as to reach them within seventy-five days from the date of such temporary discontinuance.

(3) Where the discontinuance takes place as a result of the occurrence of natural calamity beyond the control of the lessee, or in compliance with any order or directions issued by any statutory authority established under any law in force or any tribunal or a court, a written notice of discontinuance, under this sub- rule shall be submitted to the lease granting authority within a period of fifteen days of such discontinuance in Form W.

(4) During the temporary discontinuation of a mine or part thereof, it shall be the responsibility of the lessee to comply with the reasonable prohibitive measures to restrict access for unauthorized entry, provide protective measures to potentially dangerous sources of electrical and mechanical installations, the mine openings or workings and all other structures. It shall be ensured that all contaminated effluents are controlled and all physical, chemical, biological monitoring programmes have been continued. It shall also be ensured that all rock piles, over burden piles and stock piles and tailings and other water impoundment structures have been maintained in stable and safe conditions.

(74) **Intimation of reopening of a mine**. - The lessee shall send to the lease granting authority, a written intimation in Form C of reopening of a mine after temporary discontinuance so as to reach them within fifteen days from the date of such reopening.

(75) **Examination of mineral deposits and taking of samples.-** The Government may enter and inspect a mine and may examine any mineral deposit in any area under quarry lease and take samples therefrom at any time for the purposes of these rules.

(76) **Prohibition of deployment in certain cases**.- If any mine or part thereof, in the opinion of the Government poses a grave and immediate threat to the conservation of minerals or to environment, it may, by an order in writing to the lessee, require him to take such measures as may be specified in the order and may prohibit, until the requirements as specified in the order are complied with to its satisfaction, the deployment of any person other than those required for compliance with the requirement of the order.

CHAPTER XVI: MISCELLANEOUS

(77) **Exercise of powers on behalf of the Government**. -

For the purposes of these rules, the references to the expression "Government" shall mean reference to the one or more of the officers of Nodal Department that is Secretary Industries and Commerce Department, Govt of Tripura, and will be assisted by Geologist and Mining Engineer of this Department. **No other authority exercising the powers conferred on it, under these rules shall be entitled to delegate such powers.** In the event that any power conferred under these rules has not been assigned to the jurisdiction of officer mentioned above, such power shall be exercised by the Government.

(78) **Power to rectify apparent mistakes**. - Any clerical or arithmetical mistake in any order passed by the Government or any authority or officer under these rules and any error arising therein due to accidental slip or omission, may be corrected, through an order in writing, by the Government, the concerned authority or officer, as the case may be:

Provided that no rectification order prejudicial to any person shall be passed unless such person has been given a reasonable opportunity of being heard.

(79) **Special provisions relating to minerals specified in Part B of the First Schedule to the Act**. - Notwithstanding anything contained in these rules:

(1) if the holder of a mineral concession discovers any mineral specified in Part B of the First Schedule to the Act and not specified in such mineral concession, in the area granted under such mineral concession, the discovery of such mineral shall be reported in writing to the Govt. of Tripura.

(2) the holder of such mineral concession shall not extract or dispose of any mineral specified in Part B of the First Schedule to the Act unless a separate lease or license for the purpose has been obtained;

(3) the quantities of any mineral specified in Part B of the First Schedule to the Act recovered incidental to such mining operations shall be collected and stacked separately and a report to that effect shall be sent to the Govt. of Tripura.

(80) **Exploration Obligation. -**

(1) A quarry lease holder granted through auction shall, for minerals listed in Part B of **Schedule III**, namely:

(a) if at the time of auction, exploration up to level of inferred mineral resources, as specified by United Nations Framework Classification (UNFC) Inferred Mineral Resource (code-333), had been completed and included in geological report forming part of the tender document, within a period of one year from the registration of the relevant lease deed:

(b) complete exploration to establish indicated mineral resources as specified by United Nations Framework Classification (UNFC) Indicated Mineral Resource (code 332) as per Part I of Schedule I; and

(c) prepare and submit a pre-feasibility study report conforming to Part II-B of Schedule I.

(2) if at the time of auction, exploration up to level of indicated mineral resources as specified by United Nations Framework Classification (UNFC) Indicated Mineral Resource (code 332) been completed and included in geological report forming part of the tender document, then the quarry lease holder shall prepare and submit a pre-feasibility study report conforming to Part II- B of Schedule I within a period of fifteen days from the registration of the relevant lease deed.

(81) **Facilities for training of students.** -

(1) Every lessee, agent or manager of a mine shall permit researchers or students of mining, geological and mineral processing institutions approved by the Government to conduct research or acquire practical training of the mines and plants operated by them and provide all necessary facilities required for the training of such students.

(2) Applications for research or training from students of institutions teaching mining, geology or mineral processing shall be forwarded to the lessee, agent or manager of a mine through the Principal or Head of the Institution.

(3) Cases of refusal to provide facilities for research or practical training by any lessee, agent or manager of a mine shall be referred to the Government for its written decision within a period of thirty days.

(82) **Boundaries below the surface**. - The boundaries of the area covered by a quarry lease shall run vertically downwards below the surface towards the center of the earth.

(83) **Power of the Government to give Direction**. - The grant of a mineral concession under these rules shall be subject to such general instruction and directions as may be issued by the Government from time to time regarding conservation and scientific and economic development of minerals and industrial use of the mineral in the State.

(84) **Prohibition of Transport of Minerals Beyond Border** -

(1) No movement of ordinary sand shall be allowed beyond the border of the State of Tripura.

(2) The Government may, by notification, restrict the transport of any other mineral beyond the border of the State.

(3) In case any vehicle is found transporting any mineral referred to in sub-rules (1) or

(4) to the neighbouring State, it shall be treated as violation of Act and the rules

made there under in this regard. In such case, the penal provisions as specified therein, except compounding provisions, shall be applicable.

(85) **Preservation of cores etc.-**

(1) Every quarry lease holder and every agency authorized under the second proviso to sub-section (1) of section 4 shall:

(2) The Government may, by an order in writing, require the quarry lease holder or the agency authorized under the second proviso to sub-section (1) of section 4, to preserve the cores or specimens of rocks and minerals obtained from specific boreholes or shafts in a specific manner or for any specific period or relax the provisions of this rule to such an extent as they may deem fit.

(3) The quarry lease holder or any other agency authorized under the second proviso to sub-section (1) of section 4 shall adhere to the procedure for preservation and submission of cores as provided in the manual issued by the Geological Survey of India from time to time and shall preserve the identified borehole cores to be collected by the Geological Survey of India, after completion of all the required studies at the time of submission of the final geological report.

(86) **Provisions of these rules to be applicable to Government**. - The Government or its agencies carrying out prospecting or mining operations, as the case may be, without a mineral concession shall be bound by all the provisions of these rules in the same manner as they are applicable to holders of mineral concessions.

(87) **Refund.**- No monies paid under these rules shall be refunded unless expressly provided otherwise in these rules.

(88) **Amalgamation of quarry leases**.-

(1) The Government may in the interest of mineral development and with reasons to be recorded in writing, permit amalgamation of two or more adjoining quarry leases held by a lessee:

Provided that the period of amalgamated quarry leases shall be co-terminus with the quarry lease whose period will expire first.

(2) The quarry lease holder shall, within thirty days of the date of amalgamation of quarry leases carried out under sub-rule (1), inform the Government in writing.

(89) **Change of name, nationality etc. to be intimated.-**

(1) An applicant for, or the holder of a mineral concession shall intimate to the Government within sixty days any change that may take place in his name, nationality, name of the mine or other particulars furnished to the Government.

(2) If the holder of a mineral concession fails without sufficient cause to furnish the information referred to in sub-rule (1), the Government may

impose a fine which may extend to rupees one lakh and in the case of continued contravention of the provisions of sub-rule (1), the Government may terminate the mineral concession:

Provided that no such order shall be made without giving the concession holder a reasonable opportunity of stating his case.

CHAPTER XVII: PENALTY

(90)**Fine** .- Any contravention of any provision of these rules shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to rupees five lakhs, or with both, and in the case of a continuing contravention, with additional fine which may extend to rupees fifty thousand for every day during which such contravention continues after conviction for the first such contravention.

(91) (1) If any person, who is required under these rules to furnish any return, document, report, or information, fails to furnish the same within seven working days from the due date, he shall be liable to pay a penalty of rupees ten thousand;

(2) Contravention of any provision of these rules or of the conditions laid down in the quarry lease deed shall attract a penalty of rupees ten thousand per condition which may extend to rupees five lakhs in a financial year.]

CHAPTER XVIII: REPEAL AND SAVING

(92)**Repeal and saving.**-

1. The Tripura Minor Mineral Concession Rules, 2014 are hereby repealed notwithstanding such repeal, any notification issued under the said rules, including these for quarrying or the collection of minor minerals from forest and non-forest areas shall remain in force for so long as they are not superseded by equivalent notification made under these rules.

2. Notwithstanding such repeal, any action taken under those rules or instructions so repealed shall be deemed to have been taken under the corresponding provision of these rules.

SCHEDULE I: EVIDENCE OF MINERAL RESOURCES

(*See* rules 3, 4(2), 4(3), 5(1), 5(2),)

1. Existence of mineral resources will have to be established in an area for the purpose of auction of a quarry lease by carrying out exploration as per the suggested geological parameters and exploration norms given in Part-I of this Schedule.

2. **Existence of mineral resources for auction of Quarry Lease:**

(1) **Part-A of Schedule-III minerals:**

An area shall be considered to have evidence of the existence of mineral resources for grant of a quarry lease over an area if, in respect of such area:

(a) existence of mineral resources has been established after carrying out exploration up to General Exploration (G2) over the area to establish Indicated Mineral Resource (332) as per suggested geological parameters and exploration norms given in Part-I of this Schedule; and

(b) a geological study report has been prepared conforming to Part-II A of this Schedule;

(2) **Part-B of Schedule-III minerals:**

An area shall be considered to have evidence to show the existence of mineral resources for grant of a quarry lease over an area if, in respect of such area:

(a) existence of mineral resources has been established after carrying out exploration up to Preliminary Exploration (G3) over the area to establish Inferred Mineral Resource (333) or General Exploration (G2) over the area to establish Indicated Mineral Resource (332) as per suggested geological parameters and exploration norms given in Part-I of this Schedule;

(b) a geological study report has been prepared conforming to Part-II A of this Schedule.

3. **Grant of a quarry lease through auction in respect of quarry leases after expiry of the quarry lease period and of leases which have been surrendered, determined or lapsed**.

An area shall be considered to have evidence to show the existence of mineral resources for grant of a quarry lease over an area, upon termination, expiry, lapse or surrender of a quarry lease, if detailed reassessment of resources as per Clause 2 stated above is carried out.

4. **Relaxation**

Depending upon the local geological setup, mode of occurrence and nature of mineralization, the Government may relax the exploration norms as specified in Part II of this Schedule, in whole or in part for any mineral or any area.

Part – I A

Definitions

1. The definitions and codes used in Part I of the schedule are drawn mainly from the United Nations Framework Classification (UNFC) version-1997 and Committee for Mineral Reserves International Reporting Standards (CRIRSCO) Template. To the extent found necessary, the definitions given here may be supplemented by reference to UNFC or CRIRSCO.

2. The exploration for any mineral deposit involves four stages namely, Reconnaissance Survey (G4), Preliminary Exploration (G3), General Exploration (G2) and Detailed Exploration (G1). These stages of exploration lead to four resource categories namely Reconnaissance Mineral Resource, Inferred Mineral Resource, Indicated Mineral Resource and Measured Mineral Resource respectively reflecting the degree of geological assurance.

3. **Reconnaissance Survey (G4)** identifies areas of enhanced mineral potential based primarily on results of regional geological studies, regional geological mapping, airborne and indirect methods, preliminary field inspection, as well as geological inference and extrapolation. The objective is to identify mineralised areas worthy of further investigation towards deposit identification. Estimates of quantities should only be made if sufficient data are available and when an analogy with known deposits of similar geological character is possible, and then only within an order of magnitude.

4. Preliminary Exploration (G3) is the systematic process of searching for a mineral deposit by narrowing down areas of promising enhanced mineral potential. The methods utilised are outcrop identification, geological mapping, and indirect methods such as geophysical and geochemical studies. Limited wide spaced pitting/ trenching/drilling with sampling is made to identify a deposit which will be the target for further exploration. Estimates of quantities are inferred, based on interpretation of geological, geophysical, geochemical and geo-technical investigation results.

5. General Exploration (G2) involves the initial delineation of an identified deposit. Methods used include surface mapping, pitting/ trenching/drilling, followed by sampling for evaluation of mineral quantity and quality (including mineralogical tests on laboratory scale if required), and limited interpolation based on indirect methods of investigation. The objective is to establish the main

geological features of a deposit, giving a reasonable indication of continuity and providing an initial estimate of size, shape, structure and grade.

6. Detailed Exploration (G1) involves the detailed three-dimensional delineation of a known deposit achieved through sampling, such as from outcrops, pits, trenches, boreholes, shafts and tunnels etc. Sampling grids are closely spaced such that size, shape, structure, grade, and other relevant characteristics of the deposit are established with a high degree of accuracy. Processing tests involving bulk sampling may be required.

7. Mineral Resource is a concentration or occurrence of solid material of economic interest in or on the earth's crust in such form, grade or quality and quantity that there are reasonable prospects for eventual economic extraction. The location, quantity, grade or quality, continuity and other geological characteristics of a Mineral Resource are known, estimated or interpreted from specific geological evidence and knowledge, including sampling. Mineral Resources are subdivided, in order of increasing geological confidence into Reconnaissance, Inferred, Indicated and Measured resource categories.

8. Reconnaissance Mineral Resource (334) are estimates based primarily on indirect evidence and includes data and information generated through a reconnaissance survey. The quantity of data available is generally not sufficient to allow any reasonable estimates of Mineral Resource.

9. Inferred Mineral Resource (333) is that part of a Mineral Resource for which quantity and grade or quality are estimated on the basis of limited geological evidence and sampling achieved through a stage of preliminary exploration. An Inferred Resource has a lower level of confidence than that applying to an Indicated Mineral Resource and shall not be converted to a Mineral Reserve. The majority of Inferred Mineral Resources could be upgraded to Indicated Mineral Resources with continued exploration.

10. Indicated Mineral Resource (332) is that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics are estimated with sufficient confidence to allow the application of Modifying Factors in sufficient detail to support mine planning and evaluation of the economic viability of the deposit. Geological evidence is derived from adequately detailed and reliable exploration, sampling and testing and is sufficient to assume geological and grade or quality continuity between points of observation. An Indicated Mineral Resource has a lower level of confidence than that applying to a Measured Mineral Resource and may only be converted to a Probable Mineral Reserve.

11. Measured Mineral Resource (331) is that part of a Mineral Resource for which quantity, grade or quality, densities, shape, and

physical characteristics are estimated with confidence sufficient to allow the application of Modifying Factors to support detailed mine planning and final evaluation of the economic viability of the deposit. Geological evidence is derived from detailed and reliable exploration, sampling and testing and is sufficient to confirm geological and grade or quality continuity between points of observation. A Measured Mineral Resource has a higher level of confidence than that applying to either an Indicated Mineral Resource or an Inferred Mineral Resource. It may be converted to a Proved Mineral Reserve or to a Probable Mineral Reserve.

12. **Mineral Reserve** is the economically mineable part of a Measured and Indicated Mineral Resource.

It includes diluting materials and allowances for losses, which may occur when the material is mined or extracted and is defined by studies at Pre-Feasibility or Feasibility level as appropriate that include application of Modifying Factors.

Probable Mineral Reserve (121 and 122) is the economically mineable part of an Indicated, and in some circumstances, a Measured Mineral Resource.

The confidence in the Modifying Factors applying to a Probable Mineral Reserve is lower than that applying to a Proved Mineral Reserve.

Proved Mineral Reserve (111) is the economically mineable part of a Measured Mineral Resource. A Proved Mineral Reserve implies a high degree of confidence in the Modifying Factors.

Feasibility mineral Resource (211) A „Feasibility Mineral Resource' is that part of Measured Mineral Resource which is not economically mineable as , defined by studies at feasibility level. This material is identified as being possibly economically viable subject to changes in technological, economic, and environmental and/or other relevant conditions.

Pre-Feasibility Mineral Resource (221 and 222) A „Prefeasibility Mineral Resource' is that part of an Indicated, and in some circumstances, Measured Mineral Resource, that has been found, by studies at Pre-feasibility level, as not economically viable. This material is identified as being possibly economically viable subject to changes in technological, economic, and environmental and/or other relevant conditions.

13. **A Geological Study (F3)** is an initial evaluation of Economic Viability. This is obtained by applying meaningful cut off values for grade, thickness, depth, and costs estimated from comparable mining operations. The purpose of the Geological Study is to identify mineralization, to establish continuity, quantity, and quality of a mineral deposit, and thereby define an investment

opportunity. Economic viability categories, however, cannot in general be defined from the Geological Study because of the lack of details necessary for an Economic Viability evaluation. The resource quantities estimated may indicate that the deposit is of intrinsic economic interest, i.e. in the range of economic to potentially economic.

14. **Modifying Factors** are those factors which are taken into consideration while conducting a Pre-feasibility or feasibility study so as to convert Mineral Resources to

Mineral Reserves. These include, but are not restricted to, mining, processing, end use, cutoff grade, threshold value, metallurgical, infrastructure, economic, marketing, legal, environmental, social and governmental factors.

15. **A Pre-Feasibility Study (F2)** is a study of a range of options for the economic viability of a mineral project that has advanced to a stage where a preferred mining method, in the case of underground mining, or the pit configuration, in the case of an open pit, is established and an effective method of mineral processing is determined. It includes a financial analysis based on reasonable assumptions on the Modifying Factors and the evaluation of any other relevant factors which are sufficient, to determine if all or part of the Mineral Resource may be converted to a Mineral Reserve at the time of reporting. A Pre-Feasibility Study is at a lower confidence level than a Feasibility Study.

16. **A Feasibility Study (F1)** is a detailed comprehensive economic study of the selected development option for a mineral project that includes appropriately detailed assessments of applicable Modifying Factors together with any other relevant operational factors and detailed financial analysis that are necessary to demonstrate at the time of reporting that extraction is reasonably justified (economically mineable). The confidence level of the study will be higher than that of a Pre-Feasibility Study.

17. **Intrinsically Economic (E3)** Quantities, reported in metric tonnes or volume with grade/quality, estimated by means of a Geological Study to be of intrinsic economic interest. Since the Geological Study includes only a preliminary evaluation of Economic Viability, no distinction can be made between economic and potentially economic. These Resources are therefore said to lie in the range of economic to potentially economic.

18. **Potentially Economic (E2)** Quantities, reported in metric tonnes/volume with grade/quality, demonstrated by means of a Prefeasibility Study or Feasibility Study in order of increasing accuracy, not justifying extraction under the technological economic, environmental and other relevant conditions, realistically assumed at the time of the determination, but possibly so in the future.

19. **Economic (E1)** Quantities, reported in metric tonnes or volume with grade/quality, demonstrated by means of a Prefeasibility Study or Feasibility Study in order of increasing accuracy, that justify extraction under the technological, economic, environmental and other relevant conditions, realistically assumed at the time of the determination.

Part-I B

Geological Parameters and Exploration Norms

1. The geological parameters and exploration norms differ for each type of mineralization/deposit and as per stage of exploration.

2. **Geological Parameters for exploration**:

1.	**Aerial reconnaissance**: Satellite imagery/ aerial photograph studies, as per necessity.
2.	**Topographic and Geological survey (Mapping)**: Reconnaissance / preliminary Exploration stage: 1:50,000 to 1:25000 scale; General and Detailed Exploration stage: larger than 1:25000 scale i.e. from 1:500 to less than 1:25000 scale as per type of mineral deposit. Geological mapping during general and detailed exploration to be carried out with the help of total station. Exploration block to be geo-coordinated and delineate land details with the help of Differential Global Positioning System.
3.	**Ground Geophysical and Geochemical survey**: Geophysical and geochemical survey using appropriate techniques as may be necessary for the style of mineralization as per requirement.
4.	**Technological** : Exploration and sampling using appropriate techniques from locations such as outcrops, trenches, pits, old workings and drill holes. The sampling locations are spaced suitably (in a grid pattern to the extent possible and may be modified depending on structural complexity) for establishing existence of mineralized body and its lateral and vertical continuity. Clause (4) of Part-I of this Schedule may be referred for further details. The lateral extension to be considered for resource assessment shall depend on geological considerations supplemented by geological continuity by mapping or by other means and in any case shall not be more than 50% of the grid spacing of the probe points. Assessment based on selected information such as isolated assays, isolated drill holes, assays of panned concentrates etc. is not recommended.
5.	**Sampling and sub sampling:** (a) Random grab/chip/channel sampling from surface exposure/escarpments/ nallah cuttings/ pit/channel etc.

	(b) Systematic sampling from pits/trenches/outcrops/workings etc. spaced closely enough to confirm geological and grade continuity for other stages of geological assessment. (c) Geological logging and sampling of drill core/chip samples at regular interval, preferably meter wise or less for the mineralized portions. (d) The drill technique to be deployed shall depend on the rock type to be penetrated and with an aim to achieve maximum sample/core recovery. **(e)** The exploration samples including surface samples, drill core/ chip samples shall be preserved, for future use.
6.	**Assay data and Laboratory tests**: Analysis of all samples generated for major radicals appropriate to the mineral under investigation.
7.	**Petrographic and Mineragraphic studies**: Petrographic analysis of mineralized portions to ascertain the rock types and mineral assemblages including grain size, texture, gaunge and its liberation characteristics etc. if considered necessary.
8.	**Bulk density study**: The bulk density must be measured by methods that adequately account for incipient void spaces (vugs, porosity, etc.) in mineral /ore body.
9.	**Bulk Sampling for Beneficiation studies**: Bulk sampling if necessary for testing processing technology.
10.	**Environmental setting**: Details about local infrastructure, host population, historical sites, forests, sanctuaries, national park and base line information on environmental setting of the area to be collected.
11.	**Any other relevant data**: Groundwater, geotechnical and rock characteristics etc. that may be relevant.

3. Suggested Exploration norms (category-wise) for different types of minor mineral deposits/mineralization

Category	**Type of deposit and Principal Minerals**	**Reconnaissance Survey (G-4)**	**Preliminary Exploration (G-3)**	**General Exploration (G-2)**	**Detailed Exploration (G-1)**
A	**I.** Bedded Stratiform and tabular deposits of regular and irregular habit: 1. Blacktrap (Road	Not necessary	**1.** Geological survey: i. Mapping on 1: 50,000 scale to 1:25,000 scale as per size of the prospect.	**1.** Geological survey: i. Mapping on 1:1,000 scale to < 1:25,000 scale Mapping (geological and	Not necessary

	Metal), Building Stones Building Limestone, Calc-gneiss, Gabbro, hyllite, Quartzite, Sandstone, Slate, Trachyte, Others), and Ordinary Clay.		ii. Broad assessment of lithology, structure, surface extension of mineral. iii. Recording of broad geomorphology, drainage, weather profile. **2.** Geochemical Survey: not necessary Ground geophysical survey: not necessary. Technology: **i.** Pitting Trenching: not necessary ii. Scout drilling: not necessary. iii. Sampling: Regional and random grab / chip sample for geotechnical, specific gravity studies as per necessity. iv. Bulk density/specific gravity. 5. Integration of all Data and identification of blocks for further exploration.	topographic) to be carried out with the help of Total station instrument. ii. Exploration block to be geo-coordinated and land details to be delineated with the help of DGPS. iii. Assessment of lithology, structure, surface extension of mineral. iv. Recording of geomorphology , drainage, weather profile. 2. Geochemical Survey: not Necessary. 3. Geophysical survey: not necessary. 4. Technology: i. Pitting/ trenching: 2 to 5 per sq km/per prospect. ii. Drilling: not necessary. iii. Sampling: systematic grab, chip, pit and trench sampling	

				for geotechnical studies. iv. Geotechnical studies: measurement of compressive strength, tensile strength etc., if necessary. v. bulk density/ specific gravity study.	
	2. Brick-earth, Ordinary Earth, Soft Murrum, Hard Murrum. II. Placers and residual refractory mineral deposit of hill and valley wash. 1. Boulder , Chalcedony pebbles, Kankar, Gravel, Ordinary Sand and Quartzite Pebbles.	Not necessary	1. Geological Survey: i. Mapping on 1:25,000 or smaller scale as per prospect size. Broad delineation of ordinary sand, gravel etc. ii. Recording of geomorphology, landform etc. 2. Geochemical Survey: not necessary. 3. Geophysical Survey: not necessary. 4. Technological: i.Trenching: not necessary. ii. Pitting: Test pits as per need for estimating	1. Geological survey: i. Mapping on 1:1,000 scale to < 1:25,000 scale Mapping (geological and topographic) to be carried out with the help of Total station instrument. ii. Exploration block to be geo-coordinated and land details to be delineated with the help of DGPS. iii. Assessment of lithology, structure, surface extension of mineral. iv. Detailed geomorphology , drainage,	Not necessary

			thickness of sediment. iii. Bulk density/specific gravity. 5. Integration of all data and identification of blocks for further exploration.	weather pattern. 2. Geochemical Survey: not Necessary. 3. Geophysical survey: not necessary. 4. Technology: i. Pitting/ trenching: 2 to 5 per sq km/per prospect to know the depth extension. ii. Drilling: one or two augur drilling per prospect to know the depth extension, as per necessity. iii. Sampling: of pit and trench / Core / sludge for Petrographic and geotechnical studies as per necessity. iv. Bulk density/ specific gravity..	
B	**I.** Bedded Stratiform and Tabular deposits of regular and irregular habit: 1. Ball Clay,	Not necessa ry	1. Aerial Reconnaissance: Remote sensing, aerial photographic studies as per necessity. 2. Geological	1. Geological Survey: i. Mapping on 1:1,000 scale to < 1:25,000 scale. Mapping (geological and	Not necessar y

	Red clay Lithomargic Clay, Pozzolanic Clay, Natural Clay, Diatomaceo us Clay, Bentonite, Chalk, Dolomite, Fireclay, Fuller's Earth, Gypsum, Laterite, Lime kankar, Quartzite, Sand (Others), Moulding Sand and Silica Sand.		survey: i. Mapping on 1:50,000 scale to 1:25,000 scale as per the size of the prospect. ii. Assessment of lithology, structure, surface mineralization extent. iii. Recording of broad geomorphology. 3. Geochemical Survey: i. Grab/chip sampling of rocks. 4. Ground geophysical survey: Not Necessary 5. Technology : i. Pitting Trenching: One or two to expose mineralized zone at ideal location. ii. Drilling: one or two per prospect. iii. Sampling: Trench/pit/ core sample for chemical analysis. iv. Bulk density/ specific gravity	topographical) to be carried out with the help of Total station instrument. ii. Exploration block to be geo-coordinated and land details to be delineated with the help of DGPS. iii. Assessment of lithology, structure, mineralization extent. 2. Geochemical Survey: i. Lithogeochemic a l and channel sampling in grid pattern. ii. Recording of deleterious elements. 3. Geophysical survey: if necessary. 4. Technology: i. Pitting: 2 to 5 per sq km or per prospect. ii. Trenching: at spacing of 200-500m. iii. Drilling:	

			measurement. 6. Petrographic and mineralogical studies, as per necessity. 7. Integration of all data and identification of blocks for further exploration.	The grid spacing of bore holes may be 800m or closer for deposits of regular habit and 400m or closer for irregular habit. Drilling technique depends on rock type. iv. Sampling: systematic pit and trench sampling. Core / sludge sampling mineralization wise. v. Laboratory scale scanning / chemical analysis. vi. Bulk density/specific gravity study. 5. Petrographic and minerographic studies: as per necessity.	
	2. Dimension Stones (ornamental type) coloured varieties including: i. Granite (Granite means	Not necessary	1. Geological Survey: i. Mapping on 1:25,000 or smaller scale as per prospect size ii. Recording of	1. Geological Survey: i. Mapping on 1:1,000 scale to < 1:25,000 scale. Mapping (geological and topographic) to be carried out	Not necessary

	dolerites, granite geneisses, migmatites, gabbros, anorthosites, rhyolites, syenites, leptynites, charnockites and any other igneous and orthometamorphic rock types) ii. Marble (marble means crystalline metamorphosed calcareous or dolomitic rocks and serpentine rock types)		broad geomorphology and weather profile. 2. Geochemical Survey: Not necessary 3. Geophysical Survey: Not necessary. 4. Technological: i. Pitting/ Trenching/ drilling: Not Necessary ii. Sampling: one grab of fresh rock prospect of premium variety for geotechnical and petrographic study. iii. Geotechnical studies: a. Joint fracture density study and preliminary assessment of blockability and polishing index. b. Bulk density/specific gravity study. 5. Petrographic studies: Texture and micro- texture study.	with the help of Total station instrument. ii. Exploration block to be geocoordinated and land details to be delineated with the help of DGPS iii. Assessment of lithology, structure, surface extension of mineralization etc. iv. Recording of geomorphology, drainage, weather profile. 2. Geochemical Survey: Identification of deleterious constituents. 3. Geophysical survey: if necessary. 4. Technology: i.Pitting/ trenching: one or two per prospect. ii. Drilling: one or two per prospect. iii. Sampling: two to three	

			6. Integration of all data and identification of blocks for further exploration.	grabs per prospect. iv. Geotechnical: further refinement of blockability data, polishing index measurement, measurement of compressive strength, tensile strength etc. v. bulk density/specific gravity study. 5. Petrographic and minerographic studies: colour, granularity, inclusion, texture etc. As per necessity.	
	II. Lenticular bodies of all dimensions including bodies occurring enechelon, silicified linear zones of composite veins. Lenses, pockets, stockworks; irregular shaped modest to small sized bodies 1. Agate, Calcite, Clay (Others), Feldspar,	Not required	1. Geological Survey: i. Mapping on 1:50,000 to 1:25,000 scale. ii. Assessment of lithology, mineral extension, structure etc. iii. Broad study of geomorphology and landforms. 2. Geochemical Survey: Sampling of rock chip, grab.	1. Geological Survey: i. Mapping on 1:1,000 scale to < 1:25,000 scale. Mapping (geological and topographic) to be carried out with the help of Total station instrument. ii. Block to be geo-coordinated and delineate land details with the help of DGPS.	Not required

	Ochre, Quartz, Steatite or Talc or Soapstone, China Clay, Kaolin, and White Clay.		3. Geophysical Survey: if required. 4. Technological: i. Pitting and scout drilling: up to 5 test pits/ boreholes on 400m grid pattern. ii. Sampling: sampling of pit and cores for deciphering the mineralized zone. iii. Bulk density/specific gravity measurement. 5. Petrographic and mineragraphic studies, If necessary. 6. Integration of all data and identification of blocks for further exploration.	iii. Assessment of lithology, structure, surface aerial extent of /mineralization. 2. Geochemical Survey: i. Detailed lithogeochemical and channel sampling in grid pattern for further refining of data. ii. Identification of deleterious elements. 3. Geophysical survey: only if necessary. 4. Technology: i. Pitting /trenching: at spacing of 200-500m. ii. Drilling: The grid spacing of bore holes may be 200m or closer iii. Sampling: systematic pit and trench sampling. Core/ sludge sampling mineralization wise.	

				iv. Laboratory scale scanning/ chemical analysis. v. Bulk density/ specific gravity study. 5. Petrographic and minerographic studies, as per necessity.	

Part-II A

Reporting of Minor Mineral Resources

A Geological Study Report for estimation and reporting of Minor Mineral Resources may be prepared integrating all data of exploration (sampling and testing generated through aerial, geophysical, geochemical, geological surveys and technological study) collected for assessing the resources as per the stage of exploration. The report may incorporate, among other things, the following contents:

	Contents	**Explanation**
1.	Title and - Ownership.	(a) Title of Report. (b) Details of period of prospecting/mineral right, if any. (c) Details of exploration agency, qualification, experience of associated technical persons engaged in exploration.
2.	Details of the area.	(a) Village, Post Office, Taluka, District, State. (b) Survey of India Toposheet Number and Geo-coordinates of the area of all corner points. (c) Cadaster details of the area with land use, area under forest with type of forest. (d) Mineral(s) under investigation.
3.	Infrastructure and Environment.	Local infrastructure, host population, historical sites, forests, sanctuaries, national

		park and environmental settings of the area.
4.	Previous exploration.	(a) Details of previous exploration carried out by other agencies or parties. (b) In case the area forms part of the area covered under earlier exploration then the same should be shown in a map with proper scale.
5.	Geology	(a) Brief regional geology of the area outlining the broad geological and structural frame work. (b) Local Geology: Deposit/mineralization type, geological setting and details of dip, strike, old workings, surface exposures etc. of the area under study also of adjoining nearby areas if the information is likely to have an impact on the area under study. (c) Reliable geological map of appropriate scale with geo- coordinates showing major lithological units, structural features; extent of surface mineralization, location of boreholes, pits, trenches, old workings etc. (d) Cross sections at suitable intervals showing vertical projections of litho-units and mineralization. (e) The extent and variability of the mineralization expressed as length (along strike or otherwise), plan width, and depth below surface to the upper and lower limits of the Mineral Resource.
6.	Aerial/ground geophysical/ geochemical data.	Details of aerial, geophysical and geochemical survey results taken up if any and their results**.**
7.	Technological investigation.	(a) Details of technological investigation (pitting/trenching/drilling etc.). (b) Data spacing for reporting of exploration results.
8.	Sampling	Nature and quality of sampling (e.g. cut

	Technique.	channels, random chips etc.) and measures taken to ensure representative sample.
9.	Drilling technique and drill sampling employed.	(a) Drill type and details like core diameter, collar R.L, azimuth, inclination, co-ordinates of bore holes etc. (b) Whether core and chip sample recoveries have been properly recorded and results assessed. (c) Measures taken to maximize sample recovery and ensure representative nature of the samples. (d) Whether a relationship exists between sample recovery and grade. (e) Logging:- Whether core and chip samples have been logged to a level of detail to support appropriate Mineral Resource estimation, mining studies
10.	Sub-sampling techniques and sample preparation.	(a) If core, whether cut or sawn and whether quarter, half or all core taken. (b) For all sample types, the nature, quality and appropriateness of the sample preparation technique. (c) Measures taken to ensure that the sampling is representative of the in situ material collected.
11.	Quality of assay data and laboratory tests.	The nature, quality and appropriateness of the assaying and laboratory procedures used and whether the technique is considered partial or total. Nature of quality control procedures adopted (e.g. standards, blanks, duplicates, external laboratory checks) and whether acceptable levels of accuracy (i.e. lack of bias) and precision have been established.
12.	Bulk Density / Specific Gravity.	Whether assumed or determined.
13.	Resource	(a) Discussion on sufficient data density to

	estimation techniques	assure continuity of mineralization and synthesis adequate data base for estimation procedure used. (b) The nature and appropriateness of the estimation technique(s) applied and key assumptions, including treatment of extreme grade values, maximum distance of extrapolation from data points. (c) The basis for the classification of the Mineral Resources into varying confidence categories. (d) Data verification and /or validation procedures used.
14.	Geotechnical Studies (For Dimensional stone report).	(a) Assessment of Block ability. (b) Polishing Index. (c) measurement of compressive strength, tensile strength etc.
15.	Annexures/ enclosures to the report.	The report shall include all relevant data including maps, sections, logs, analysis reports, photographs etc. in support of the estimates made.
16.	Any other information.	Any other information as may be available or required by any authority as may be prescribed.

Part-II B

Contents of Prefeasibility Report

Contents of a Prefeasibility Report for Estimation and Reporting of Minor Mineral Reserves based on a Geological Report prepared as per Part I. For minor minerals which are mostly industrial minerals such factors as quality and marketability are important and should be carefully considered before declaring Mineral Reserves. The Geological Study Report shall also form A part of the Prefeasibility Report. The report may incorporate among other things, the following contents:

	Contents	**Explanation**
1.	Mineral Resource estimate for conversion to Mineral Reserve.	(a) Description of Mineral Resource estimate used as a basis for the conversion to a Mineral reserve. (b) Clear statement as to whether the Mineral Resources are reported additional to, or inclusive of, the Mineral Reserves. (c) The type and level of study undertaken to enable Mineral Resources to be converted to Mineral Reserves *i.e.* Prefeasibility/Feasibility level.
2.	Cut off Parameters.	The basis of the adopted cut-off grade(s) or quality parameters applied, including the basis.
3.	Mining factors or assumptions	(a) The method and assumptions used to convert the Mineral Resource to a Mineral Reserve (*i.e.* either by application of appropriate factors by optimization or by preliminary or detailed design supported with Conceptual plan for mining). (b) Anticipated Ore to OB ratio, mine recoveries, dilutions etc. (c) The choice of, the nature and the appropriateness of the selected mining method(s), the size of the selected mining unit (length, width, height) and other mining parameters including associated design issues such as pre-strip, access, etc.

		(d) The assumptions made regarding geotechnical parameters (eg. Pit slopes, stope sizes, etc.), grade control and pre-production drilling. (e) The major assumptions made and Mineral Resource model used for pit optimization (if appropriate). (f) The mining dilution factors, mining recovery factors, and minimum mining widths used. (g) The infrastructure requirements of the selected mining methods. Where available, the historic reliability of the performance parameters.
4.	Cost and revenue factors.	(a) The derivation of, or assumptions made, regarding projected capital and operating costs. (b) The assumptions made regarding revenue including head grade, metal or commodity price(s) exchange rates, transportation and treatment charges, penalties, etc. (c) The allowances made for royalties payable, both Government and private. (d) Basic cash flow inputs for a stated period. (e) Yearly planned production, Net Present Value (NPV) and Internal Rate of Return (IRR) of the deposit, intrinsic value of the deposit based on annual projected production.
5.	Market assessment.	(a) The demand, supply and stock situation for the particular commodity, consumption trends and factors likely to affect supply and demand into the future. (b) For industrial minerals the customer specification, testing and acceptance requirements prior to a supply contract.
6.	Other modifying	(a) The effect, if any, of natural risk,

	factors.	infrastructure, environmental, legal, marketing, social or governmental factors on the likely viability of a project and/or on the estimation and classification of the Mineral Reserves. (b) The status of titles and approvals critical to the viability of the project, such as quarry leases, discharge permits, government and statutory approvals. (c) Environmental descriptions of anticipated liabilities. Location plans of mineral rights and titles.

SCHEDULE II: ELIGIBILITY CONDITIONS

(*See* rule 4(1))

1. The bidder shall be an individual who is an Indian national or company as defined in clause (20) of section 2 of the Companies Act, 2013.

2. The bidder shall satisfy such conditions as may be prescribed by the Government in the tender document.

3. The bidder, including an individual, must have a net worth which is equal to or more than 59[0.25 per cent] of the value of estimated resources, as may be specified by the Government in the tender document.

Explanation:

(1) In case a bidder is a subsidiary of another company incorporated in India, the net worth of such holding company may also be considered:

Provided that, in such case, the bidder must continue to be a subsidiary of such holding company until such time the bidder meets the aforementioned net worth threshold.

(2) In case of a company, the net worth shall be the sum of paid up share capital and the free reserves as per the audited balance sheet of the immediately preceding financial year.

(3) In case of an individual, the 60[individual may provide an affidavit regarding the net worth or net worth certificate issued by a chartered accountant that is computed in accordance with applicable accounting standards and supported by any documents relating to unencumbered immovable properties (valued at circle rate or jantri rate published by the Government for the area where such immovable properties are situated) and other assets as per the latest Income Tax Return. Such] amount may include amount in savings bank accounts in scheduled bank/ post office, free and un- encumbered fixed deposits in scheduled banks, post office, listed companies/government organisation/public sector undertaking of state and central government, Kisan Vikas Patra, National Saving Certificate, bonds, shares of listed companies, listed mutual funds, unit linked insurance plan, Public Provident Fund, surrender value of life insurance policies in the name of bidder.

SCHEDULE III

MINOR MINERALS

Categorization of Minor Minerals for conditions relating to grant of Mineral Concessions

Part A	
Part A-I	Part A-II
1. Brick-earth	1. Blacktrap (Road Metal)
2. Chalcedony pebbles / Quartzite Pebbles	2. Building Stones (a) Building Limestone (b) Calc-gneiss (c) Gabbro (d) Phyllite (e) Quartzite (f) Sandstone (g) Slate (h) Trachyte (i) Others
3. Ordinary Clay /Soft Murrum / Ordinary Earth	
4. Ordinary Sand / Gravel / Kankar / Boulder	
5. Hard Murrum	

Part B	
1. Agate	12. Limekankar
2. Ball Clay / China Clay / White Clay / Kaolin	13. Ochre
3. Bentonite / Fuller's Earth	14. Quartz
4. Calcite	15. Red Clay
5. Chalk	16. Sand (Others) / Moulding Sand
6. Clay (Others) / Lithomargic Clay/ Pozzolanic Clay / Natural Clay / Diatomaceous Clay	17. Silica Sand
7. Dolomite	18. Steatite or Talc or Soapstone
8. Feldspar	**Dimensional Stones**
9. Fireclay	**1**9. Granite (Granite means

	dolerites, granite geneisses, migmatites, gabbros, anorthosites, rhyolites, syenites, leptynites, charnockites and any other igneous and orthometamorphic rock types)
10. Gypsum	20. Marble (marble means crystalline metamorphosed calcareous or dolomitic rocks and serpentine rock types)
11. Laterite	21. Any other minor mineral not mentioned in Part A and Part B above.

SCHEDULE IV

ROYALTY RATE / DEAD RENT

TABLE A

RATE OF ROYALTY

Sl No	**Name of minor minerals**	**Rate of royalty per metric tonne (in rupees)**
1.	Quartzite	40
2.	Sand stone	50
3.	(i) Granite/dolerite (In block)	210
	(ii) Granite/dolerite (In Rubble)	50
4.	Building stone (Slate/Phyllite/Trachyte/ Gabbro/Limestone and other building stone mineral)	50
5.	Blacktrape / Hard murrum	45
6.	Bentonite / Fuller"s earth	110
7.	(i) Marble (In block)	230
	(ii) Marble (In Rubble)	90
	[(iii)Marble(In Luffer)	130
8.	Ordinary clay / Soft murrum	25
9.	Ordinary sand / Gravel	40
[9A	Manufactured Sand	26 (Provided that this discounted royalty rate shall apply only to the existing/established manufactured sand production units under the new lease area.)]
10.	Red clay	40
11.	Quartzite pebble / Chalcedony pebble	60
12.	Agate	100
13.	Ball Clay	60
14.	Calcite	60
15.	Chalk	95
16.	China clay / White clay(Crude)	45
	China clay / White clay(Processed)	200
17.	Dolomite	75
18.	Feldspar	40

19.	Fireclay (Plastic, Pipe, Lithomargic, Pozzolanic, Natural Clay, Clay Others, Ochre)	45
20.	Gypsum	45
21.	Laterite	70
22.	Quartz	60
23.	Silica sand / Moulding sand / sand others	45
24.	Soapstone	45
25.	Any other minor minerals not mentioned above	45

TABLE B

RATE OF DEAD RENT

Sl No	**Name of minor minerals**	**Rate of dead rent per square metre (in rupees)**
1.	Quartzite	5
2.	Sand stone	5.50
3.	(i) Granite/dolerite (In block)	8
	(ii) Granite/dolerite (In Rubble)	
4.	Building stone (Slate/Phyllite/Trachyte/ Gabbro/ Limestone and other building stone mineral)	5
5.	Blacktrap/ Hard Murrum	10
6.	Bentonite/Fuller"s earth	10
7.	(i) Marble (In block)	10
	(ii) Marble (In Rubble)	
8.	Ordinary clay / Soft Murrum	3
9.	Ordinary sand / Gravel	5
10.	Red clay	4
11.	Quartzite pebble / Chalcedony pebble	3
12.	Agate	3
13.	Ball Clay	3
14.	Calcite	3
15.	Chalk	3
16.	China clay / White clay(Crude)	3
	China clay / White clay(Processed)	
17.	Dolomite	3
18.	Feldspar	3
19.	Fireclay (Plastic, Pipe, Lithomargic, Pozzolanic, Natural	3

	Clay, Clay Others, Ochre)	
20.	Gypsum	3
21.	Laterite	3
22.	Quartz	3
23.	Silica sand / Moulding sand / sand others	3
24.	Soapstone	3

FORM A

FORMAT OF PERFORMANCE SECURITY/ BANK GUARANTEE

(See rules 2(1)(d), 28(4),)

[Reference number of the bank] [date]

To
[The Director,
Department of Industries & Commerce
Geological and Mining Section,
Shilpa Udyog Bhawan, Khejurbagan,
Agartala, West Tripura, Pin-799006
/ District Magistrate, Magistrate Office, Concern District]

WHEREAS

A. [**Name of the [Successful Bidder/ holder of letter of intent**]] incorporated in India under the Companies Act, 2013 with corporate identity number [CIN of the [Successful Bidder/ holder of letter of intent]], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **OR** [an individual who is citizen of India, having income tax permanent account number [number], residing at [address]] (the "[**Successful Bidder/ LOI Holder**]") is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] ("**Expiry Date").**

B. The Performance Security is required to be provided to [the Director of Industries & Commerce, Agartala/ the District Magistrate], (the "State") for discharge of certain obligations [under the Tender Document dated, [date] with respect to auction of [particulars of auction] and the quarry lease deed to be executed between the State and the Successful Bidder/ with respect to the quarry lease deed to be executed between the State and the LOI Holder] (collectively the "**Deed**.)

We, [**name of the bank**] (the "**Bank"**) at the request of the [Successful Bidder/ LOI Holder] do hereby undertake to pay to the State an amount not exceeding INR [figures] (Indian Rupees [words]) ("Guarantee Amount") to secure the obligations of the [Successful Bidder/ LOI Holder] under the Deed on demand from the State on the terms and conditions contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee (the "**Guarantee**") on behalf of the [Successful Bidder/ LOI Holder] in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or

recourse, immediately on receipt of first written demand from the State, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the State needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the State and [Successful Bidder/ LOI Holder] on any matter whatsoever. The Bank undertakes to pay to the State any money so demanded notwithstanding any dispute or disputes raised by the [Successful Bidder/ LOI Holder] in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the State of the amounts payable by the Bank to the State shall be final, binding and conclusive evidence in respect of the amounts payable by [Successful Bidder/ LOI Holder] to the State under the Deed.
3. The Bank hereby waives the necessity for the State from demanding the aforesaid amount or any part thereof from the [Successful Bidder/ LOI Holder] and also waives any right that the Bank may have of first requiring the State to pursue its legal remedies against the [Successful Bidder/ LOI Holder], before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the State that the State shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to: (i) vary and/or modify and of the terms and conditions of the Deed; (ii) extend and / or postpone the time for performance of the obligations of the [Successful Bidder/ LOI Holder] under the Deed, or (iii) forbear or enforce any of the rights exercisable by the State against the [Successful Bidder/ LOI Holder] under the terms and conditions of the Deed and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the [Successful Bidder/ LOI Holder] or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.
6. The Bank agrees that State at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the [Successful Bidder/ LOI Holder].
7. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect during the period specified in the Deed and that it shall continue to be enforceable till all the obligations of the [Successful Bidder/ LOI Holder] under or by virtue of the said Deed with respect to the Performance Security have been fully paid and its claims satisfied or

discharged or till the State certifies that the terms and conditions of the Deed with respect to the Performance Security have been fully and properly carried out by the [Successful Bidder/ LOI Holder] and accordingly discharges this Guarantee. Notwithstanding anything contained herein, unless a demand or claim under this Guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this Guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment there under and the State shall have no claim against the Bank for making such payment.
9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of Tripura .
10. The Bank has the power to issue this Guarantee in favour of the State. This Guarantee will not be discharged due to the change in the constitution of the Bank.
11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the State in writing.
12. The State may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any local agencies, which may act in the name of the [Commissioner of Geology and Mining, Industries and Mines Department of Tripura / District Magistrate]. Save as provided in this clause, this Guarantee shall not by assignable or transferable.
13. Notwithstanding anything contained herein,

    a) the liability of the Bank under this Guarantee shall not exceed the Guarantee Amount; and
    b) this Guarantee shall be valid up to the Expiry Date.

14. The Bank is liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if the State serves upon the Bank a written claim or demand on or before the Expiry Date.

Dated the [day] day of [month] [year] for the Bank.
In witness whereof the Bank, through its authorized officer, has set its hand and seal.

(Signature)

(Name and Designation)
(Bank Seal)

FORM B

FORMAT OF QUARRY LEASE

DEED

This quarry lease deed for grant of a quarry lease ("Lease") is made by and between the following parties:

1. **The Governor of the State of Tripura** (hereinafter referred to as the "**Government**", which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the one part;

AND

2. [**Name of the Lessee**], a company incorporated in India under the Companies Act, 2013 with corporate identity number [CIN], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (hereinafter referred to as the "Lessee", which expression shall where the context so admits, be deemed to include its successors and permitted assigns) of the other part;

OR

[**Name of the Lessee**], an individual who is citizen of India, having income tax permanent account number [number], residing at [address] (hereinafter referred to as the "**Lessee**", which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns) of the other part;

OR

[**Name of the Individual**], an individual who is engaged in the business of [insert occupation] residing at [address] and [**Name of the Individual**], an individual who is engaged in the business of [insert occupation] residing at [address] (hereinafter referred to as the "**Lessee"**, which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representatives and permitted assigns) of the other part;

OR

[Name of the Individual], an individual residing at [address], [**Name of the Individual**], an individual residing at [address] and [**Name of the Individual**], an individual residing at [address] all carrying on a business under the name style of [Name of the firm or syndicate] registered under [name of Act under which the firm or syndicate is registered] (hereinafter referred to as the "Lessee", which expression shall, where the context so admits, be deemed to include all the partners of the said firm, their representatives, heirs executors, administrators and permitted assignees) of the other part.

BACKGROUND:

A. The Lessee [had participated in an electronic auction for grant of a Lease and quoted a [Final Premium Offer] per cent. as the bid

parameter in the electronic auction and was declared as the Preferred Bidder. The Lessee has now become eligible for grant of a Lease in accordance with the Tender Document (as hereinafter defined) and rule 8 of the Tripura Minor Mineral Concession Rules,2025 ("**Rules**") and the Government has issued an order dated the [date] granting a Lease to the Lessee] OR [had been granted a prior written approval by the Government on the [date] for grant of a Lease/ had been issued a letter of intent in writing by the Government on the [date] to grant a Lease. The Lessee has thereafter completed the requirements under rule 29 of the Tripura Minor Mineral Concession Rules,2025 ("**Rules"**) and the Government has issued an order dated the [date] granting a Lease to the Lessee].

B. Accordingly, the Government is now executing this quarry lease deed for grant of a Lease to the Lessee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed.

1. DEFINITIONS

Capitalized and other expressions used in this quarry lease deed shall have the same meaning as ascribed to them hereunder or under the Mines and Minerals (Development and Regulation) Act, 1957 ("**Act"**) and the Rules, as the case may be. The following capitalized expressions used in this quarry lease deed shall have the meaning assigned to them hereunder:

(a) **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner;

(b) "**Force Majeure**" means act of God, war, insurrection, riot, civil commotion, strike, earth quake, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the Lessee could not reasonably prevent or control;

(c) "**Good Industry Practice**" means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances; and

(d) "**Tender Document**" means the tender document issued by the Government for conduct of an auction under Chapter II of the Rules.

2. GRANT OF LEASE :

2.1. [The Government hereby grants the Lease to the Lessee for a period of [time period] years, commencing from date of registration of this quarry lease deed, over an area described in Schedule I ("**Lease Area**") for conducting mining and/ or quarrying with respect to following mineral(s), [name of the minor mineral(s)] **("Minerals**") for the purpose of undertaking mining operations.]

2.2. The Lease shall be with respect to all the quarries, mines beds/veins seams of the Minerals situated, lying and being in or under the Lease Area.

2.3. Subject to the Lessee complying the provisions of the Act and the Rules, paying the royalties and making other payments required to be made under the Act and Rules and hereunder and observing and performing all the covenants and agreements herein contained and on the part of the Lessee to be observed and performed, the Lessee shall and may quietly hold and enjoy the rights and premises of the Lease Area for and during the term hereby granted without any unlawful interruption from or by the Government or any person rightfully claiming under it.

2.4. Notwithstanding anything to the contrary contained herein, in the event that the owner of any part of the Lease Area ("**Landowner**") refuses his consent to the exercise of the rights and privileges of the Lessee pursuant to the provisions of the Act, the Rules and this Lease, the Landowner may submit a written application to the Government for exclusion from the Lease Area, of the part of the Lease Area owned by him. The Government may, on being satisfied about the genuineness of the reasons for such request, consider exclusion of such land from the Lease Area. In the event that the Government permits such exclusion, the Lease Area as stipulated in Schedule I shall stand reduced to the extent permitted by the Government and any reference to the Lease Area in this Lease shall mean the Lease Area as so reduced.

3. DUTIES, OBLIGATIONS AND COVENANTS OF THE LESSEE:

The Lessee covenants that it shall at all times, comply with its duties and obligations under the Act, Rules the Tender Document and other applicable laws. The Lessee also covenants as under: [●]

4. UTILIZATION OF MINERAL:

4.1 [The Lessee acknowledges that the Lease Area has been reserved for [particulars of end-use] and the Lessee has qualified for the electronic auction on the basis of its representation that the following Minerals namely [●] extracted under this Lease shall: (i) be utilized solely for the specified end use; and (ii) not be sold or transferred or otherwise disposed, either directly or indirectly.]

5. PERFORMANCE SECURITY AND APPROPRIATION:

5.1. Performance Security

5.1.1. The Lessee has provided to the Government [an irrevocable and

unconditional bank guarantee, dated the [**date**] from [name of bank] issued at [**place**] and payable at, Tripura in the format provided in Schedule I of the Rules / non-interest bearing security deposit] for an amount equal to INR [**amount in figures**] (Indian Rupees [**amount in words**]) ("**Performance Security**").

5.1.2. [The amount of Performance Security shall be adjusted every five years commencing from the date of issuance of the Performance Security so that the amount of Performance Security continues to correspond to one per cent of the reassessed value of estimated resources. For the purposes of such adjustment, the Lessee shall submit an application in writing to the Government at least three months prior to the expiry of the aforementioned period of five years. Such application must contain in sufficient detail, documentary evidence confirming the reassessed value of estimated resources on the date of such application.

The Government shall dispose such application within two months from the date of receipt of duly completed application. If the Government does not dispose such application within the aforementioned period of two months, then the application shall be deemed to be approved. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee OR additional amount shall be deposited towards the security deposit of the reassessed value of estimated resources prior to expiry of the above mentioned period of five years. In the event that the reassessed value of estimated resources is lower than the amount of security deposit already provided by the Lessee, the excess amount shall be refunded to the Lessee by the Government.]

5.1.3. In case the Performance Security has been provided through a security deposit, after termination of the Lease and fulfillment of all obligations of the Lessee, such security deposit shall be returned to the Lessee after appropriate deductions. It is clarified that the security deposit shall not carry any interest.

5.1.4. The Performance Security should remain valid for [an initial period of five years and thereafter, for subsequent periods of five years or remaining Lease term, whichever is lower] OR [the entire duration of the Lease term]

5.2. Events for appropriation of the Performance Security

5.2.1. The Government shall have the right to appropriate any Performance Security provided by the Lessee in accordance with terms of such Performance Security and upon occurrence of any of the events specified in clause 5.3.1 ("Appropriation Event"), to be determined by the Government in its sole discretion. In case the Performance Security is in the form of a bank guarantee, the Government may invoke the same on an Appropriation Event. In case the Performance Security is in form of a security deposit, the Government may deduct an amount from such security deposit on an Appropriation Event.

5.2.2. However, in the event an Appropriation Event has occurred solely on account of a Force Majeure event as provided in clause 7.3 which could not have been mitigated by the Lessee through Good Industry

Practice, then the Performance Security shall not be appropriated for such specific Appropriation Event.

5.3. Manner of appropriation of the Performance Security

5.3.1. Upon occurrence of an Appropriation Event, to be determined by the Government, the Government shall have the unconditional right to appropriate the Performance Security by providing a written notice to the Lessee in the following proportion:

Sl. No.	Appropriation Event	Amount of the Performance Security to be appropriated
1.	Failure of the Lessee to comply with the Production Requirement as required under clause 6	Such amount of the Performance Security as would be equal to payment due to the Government under rule 100 corresponding to the percentage of shortfall in the Production Requirement, for each failure to comply with the Production Requirement as specified in Schedule II.
2.	Any change in Control or transfer of right, title or interest in the Lease Area which is not in conformity the Act and the Rules	Entire Performance Security
3.	Any failure to make any payments under the Act and the Rules, this quarry lease deed and the Tender Document	The amount of shortfall (in the relevant payment) together with simple interest at the rate of 18% (eighteen per cent.) per annum
4.	Any breach or non-compliance with any of the provisions of the Act and the Rules (including provisions of the Rules specifically providing for appropriation of performance security by the Government), this quarry lease deed and the Tender Document.	Such proportion as may be specified in the relevant Rule or if no such proportion is specified in the Rule, such proportion as may be determined by the Government in its sole discretion.
5.	In case of lapse of the quarry lease, to carry out protective, reclamation and rehabilitation measures in the leased area.	Such proportion as may be determined by the Government in its sole discretion.
6.	In case of surrender of the entire area of the quarry lease by the lessee prior to exhaustion of mineral resources.	Entire Performance Security

5.3.2. In the event of a part or total appropriation of the Performance Security, the Lessee shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security OR deposit additional amount towards security deposit within seven days of receipt of a notice under clause 5.3.1.

6. PRODUCTION REQUIREMENT:

6.1. The conduct of mining operations at the Lease Area shall be subject to the milestones listed in Schedule II with respect to production ("Production Requirement") and the annual production to be achieved every year.

6.2. Any non-compliance with the Production Requirement would result in appropriation of the Performance Security in the manner stipulated in clause 5.3.1.

7. GENERAL PROVISIONS:

7.1. Notices; Every notice required to be given to the Lessee shall be given in writing to such person as may be nominated by the Lessee and such nomination shall be informed to the Government in writing. If no such nomination is made then the notice shall be sent to the Lessee by registered post/speed post addressed to the Lessee at the address shown in the application for the Lease or at such other address in India as the Lessee may designate from time to time and every such service shall be deemed to be proper and valid service upon the Lessee and shall not be questioned or challenged by him.

7.2. Revision of orders of the Government; If in any event the orders of the officer authorized by the Government or Government are revised by the Industries and Mines Department or committee constituted under the Rules, as the case may be, the Lessee shall not be entitled to compensation for any loss sustained by the Lessee in exercise of the powers and privileges conferred upon the Lessee hereunder.

7.3. Force Majeure; The failure on the part of the Lessee to fulfil any of the terms and conditions of the Rules or this quarry lease deed shall not give the Government any claim against the Lessee or be deemed a breach of the Lease, in so far as such failure is considered by the Government to arise from Force Majeure.

Upon occurrence of a Force Majeure event, the Lessee shall: (i) as soon as reasonably practicable after the start of the Force Majeure event no later than thirty days from its start, notify the Government in writing of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations hereunder; and (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure event

on the performance of its obligations hereunder including following of Good Industry Practice; provided that the period of the Lease shall not, in any case, be extended on account of occurrence or continuance of a Force Majeure event.

7.4. Penalty; In addition to the powers of the Government to terminate the Lease under the Rules and to appropriate the Performance Security under clause 5.3.1, any contravention of any provision of this quarry lease deed shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to rupees five lakhs, or with both, and in the case of a continuing contravention, with additional fine which may extend to rupees fifty thousand for every day during which such contravention continues after conviction for the first such contravention.

7.5. Stamp Duty and Registration Fee; The Lessee shall pay the entire stamp duty and registration charges as may be applicable in respect of this quarry lease deed.

7.6. Insurance; At all times during the Lease term, the Lessee shall maintain, and cause its contractors and sub-contractors to maintain, with financially sound and reputable insurers, insurance against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice.

7.7. Accounts and Audit; The Lessee shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and applicable law. The Government shall have the right, but not the obligation, to appoint at its cost, from time to time and at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the Lease Area. Any claim or document provided by the Lessee to the Government in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

7.8. Performance Audit; The Government shall have the right to conduct, either directly or indirectly through any third party, a performance audit to verify compliance by the Lessee, of its obligations hereunder.

7.9. Indemnification;

7.9.1. The Lessee shall indemnify the Government and any of the departments or ministries of the Government, the officers, employees, staff, advisors, representatives or agents of the Government (collectively the "**Indemnified Party**") against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity

basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:

(a) The Lessee's breach or negligent performance or non-performance of this quarry lease deed;

(b) any claim made against the Indemnified Party for actual or alleged infringement of a third party's rights arising out of or in connection with mining operations at the Lease Area or performance or non-performance of any of the duties or obligations under this quarry lease deed to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this quarry lease deed by the Lessee, its employees, agents or contractors;

(c) any claim made against the Indemnified Party by a third party for death, personal injury or damage to property arising out of or in connection with mining operations at the Lease Area or performance or non-performance of any of the obligations under this quarry lease deed;

(d) any loss or damages caused on account of breach of any applicable laws by the Lessee, including without limitation any costs incurred by the Government in cleaning or rectifying of any environmental damages caused by the Lessee on account of lack of Good Industry Practice; breach, negligent performance or failure or delay in performance of the provisions of this quarry lease deed; or

(e) any non-compliance with applicable laws (including the Act, Rules and Tender Document) by the Lessee.

7.9.2. If any third party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Indemnified Party shall as soon as reasonably practicable, give written notice of the Claim to the Lessee, specifying the nature of the Claim in reasonable detail.

7.9.3. Subject to the Lessee providing security to the Indemnified Party, to the Indemnified Party's sole and absolute satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, the Lessee may take such action as it may reasonably deem fit to avoid, dispute, compromise or defend the Claim.

7.9.4. Payments of the amount of Claim shall become due and payable within thirty days of receipt of notice of Claim. If a payment due from the Lessee under this Clause is subject to tax, the Indemnified Party shall be entitled to receive from the Lessee such amounts as shall ensure that the net receipt, after tax, to the Indemnified Party in

respect of the payment is the same as it would have been were the payment not subject to tax.

7.10. Severability; If any term, provision, covenant or restriction of this quarry lease deed or the application thereof to any person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other governmental authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this quarry lease deed and the application thereof to persons or circumstances (other than those as to which any portion of this quarry lease deed is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

7.11. Further Assurance; The Lessee shall cooperate with the Government and execute and deliver to the Government such instruments and documents and take such other actions as may be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this quarry lease deed.

7.12. Legal and prior rights; All rights and remedies of the Government hereto shall be in addition to all other legal rights and remedies belonging to the Government and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared that the termination of this quarry lease deed for any cause whatsoever shall be without prejudice to any and all rights and claims of the Government, which shall or may have accrued prior thereto.

7.13. Waiver; The waiver of any default or breach under this quarry lease deed by the Government shall not constitute a waiver of the right to terminate the Lease for any substantial default of a similar nature or under any other terms and conditions of this quarry lease deed. No failure or delay by the Government in exercising any right or remedy provided by applicable law under or pursuant to this quarry lease deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Government hereunder are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under applicable law.

Submission of any document, information, report or notice, which contains any information or reference to any default or breach hereunder or under any applicable law, to the Government shall not

be construed to be a deemed approval of such breach or default and the Government may exercise any rights or remedies with respect to such default at any time.

7.14. Amendments; No amendment of this quarry lease deed (or of any of the documents referred to in this quarry lease deed) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "amendment" shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this quarry lease deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this quarry lease deed which have already accrued up to the date of amendment, and the rights and obligations of the parties under or pursuant hereto shall remain in full force and effect, except and only to the extent that they are so amended.

7.15. Entire Agreement; This quarry lease deed (including all such deeds and documents issued or executed pursuant hereto or referred to herein) and the Tender Document, together with all documents referred herein and there under constitutes and represents the entire agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein. If there is a conflict between this quarry lease deed and the Tender Document, this quarry lease deed would have overriding effect.

7.16. Specific performance of obligations; The Lessee and the Government agree that damages may not be an adequate remedy and the Government shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Lessee from committing any violation or enforce the performance of the covenants, representations and obligations contained in this quarry lease deed. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Government may have hereunder, at law or in equity, including without limitation a right for damages

8. GOVERNING LAW AND DISPUTE RESOLUTION:

This Lease and all questions of its interpretation shall be construed in accordance with the laws of India. In the event of any dispute in relation to this Lease and in respect of all matters touching the relationship of the Lessee and the Government, suits or petitions shall be filed in civil courts at Tripura and it is hereby expressly agreed that neither party shall file a suit or appeal or bring any actions at any place other than the courts named above.

In witness whereof there presents have been executed at the [name of place] on the [date].

Signed by for and on behalf of the Governor of Tripura in presence of:

1.

2.

Signed by for and behalf of the Lessee in the presence of

1.

2.

SCHEDULE I

Details of Lease Area

All the tract of lands situated at ..... (Village/town (description of area) in ..... (Taluka) in ..... the Registration District of ..... and District ..... bearing S. No's Containing an area of ..... Hectares or there about delineated on the plan along with the co-ordinates hereto annexed and thereon coloured ..... and bounded as follows.-

	Boundaries	Co-ordinates
On North		
On South		
On West		
On East		

hereinafter referred to as "**the Lease Area" or "the said lands**".

SCHEDULE II

Production Requirements

Name of Block:

Minerals specified in Part A-I Minerals of Schedule III of the Rules

Year	**Production Capacity (Million Metric Tonne /Year)**	**Minimum Annual Production (percentage of approved Mining Plan)**	**Maximum Annual Production (percentage of approved Mining Plan)***
Year 1		80 %	100 %
Year 2		80 %	100 %
Year 3		80 %	100 %
Year 4		80 %	100 %
Year 5		80 %	100 %

Minerals specified in Part A-II or Part-B of Schedule III of the Rules

Year	**Production Capacity (Million Metric Tonne /Year)**	**Minimum Annual Production (percentage of approved Mining Plan)**
Year 1		40 %
Year 2		50 %
Year 3		60 %
Year 4 onwards		60 %

FORM C

NOTICE OF INTIMATION OF OPENING/REOPENING OF MINE

IMPORTANT
Notice in this Form shall be sent so as to reach concerned authorities within fifteen days of the date of opening /reopening

To
1. Government of Tripura
2. The Director I&C, Agartala
3. Concern District Collector

1. Name of the mineral:
2. Name of the mine:
3. Name and address of the lessee:
4. Date of opening/reopening of mine: _____

4A. In case of reopening, date of discontinuation: _____

5. Particulars of the Quarry Lease (QL):
   (i) Date of registration:
   (ii) Period: _____ Years, from _____ to_____
   (iii) Areas under lease:_____ hectares
6. Location of Mine:
   (i) Village:
   (ii) Post Office:
   (iii) Taluka:
   (iv) District:
7. Area in hectare of lease
8. Name and address of Agent:
9. Particulars of Mining Engineer employed in the mines:
   (i) Name and address:
   (ii) Qualification :
   (iii) Date of appointment :
   (iv) Status of employment: Whole time / Part time
10. Particulars of the Manager of the mine:

Name:

Address:

11. Letter No. and date through which the mining plan was approved by the [District Geologist/ District Assistant Geologist/ Officer authorized by CGM]

Letter No.

Date

Place:

Date:

Signature:
Name in Full:
Designation:
(Lessee)

FORM D

APPLICATION FOR GRANT OF A QUARRY PERMIT

(*See* rule 21(1))

Received at.....

(Placed) on ..... 20..

Signature of Receiving Officer

Dated the.....

To
The .....

Recent Photograph of Applicant

Sir,

1. I/We submit an application for a quarry permit for (name of mineral) for the area described below.

2. A sum of non-refundable fee at the rate of Rs.1,000 for every 100 metric tonnes or part thereof payable for the permit under rule 21 of Tripura Minor Mineral Concession Rules,2025 has been paid in the government treasury at ---------- and the receipted Challan is enclosed.

3. The required particulars are given below:

   (i) Name of applicant stating whether he is an individual or it is a company .....

   (ii) Nationality of the individual or place of registration or incorporation of the company .....

   (iii) Profession or nature of business of the applicant .....
   Address of the applicant.....

(iv) Quantity of the mineral to be removed under the permit.....

(v) Whether applicable payments have been paid? If so, give details.

(vi) Details of the area from which the mineral is to be removed

a) Village: .....

b) Taluka: .....

c) District: .....

d) Survey Number: .....

e) Area in hectare: .....

viii. Period for which the quarry permit is required.

ix. Whether the applicant has any quarry lease or quarry permit in force? If so, please give details.

x. Purpose for which the mineral is to be used, give full details along with the contract order.

xi. Is the plan of the area enclosed? .....

xii. The plan should be on the relevant portion of the cadastral village map so as to enable

the area to be identified from surface features etc.

xiii. If the land is an occupied land by another person, has the occupant's willingness been ascertained and his letter of consent enclosed?

xiv. If the land is an agricultural land, has the permission of the revenue authorities been obtained for converting the same for non-agricultural purpose? If so, please give details.

I/We am/are fully aware of the Tripura Minor Mineral Concession Rules,2025 and shall abide by them.

Yours Faithfully

Signature of applicant

Note: If the application is signed by an authorized agent of the applicant, the power of Attorney/ board resolution along with the self-attested copy of identity and address proof of the authorized agent should be attached.

(To be filled in the office of the Officer granting the permit)

1. Date of grant/refusal of permit .....

2. Period of grant.....

3. Quantity of mineral for which the permit is valid .....

4. Details of entry in the quarry permit Register.....

Place:

Date:

_____

Signature and designation of the
officer authorized of the Government.

FORM E

FORMAT OF QUARRY PERMIT

(*See* rule 22(1))

Quarry permit No .....

..... Office

Date .....

Whereas Shri ..... applied for grant of quarry permit for excavation and removal of metric tonnes of..... (minor mineral) from Sr. No. ..... of Village ..... Taluka ..... District..... under rule 211 of the Tripura Minor Mineral Concession Rules,2025 and has paid an application fee of rupees ..... together with a royalty payment of Rs . ....., permit premium payment of Rs ....., security deposit payment of Rs ..... and district mineral foundation contribution of Rs ....., pursuant to the requirements of rule 222(1) of the Tripura Minor Mineral Concession Rules,2025.

Accordingly, permission is hereby granted to the above applicant to quarry, win and remove ..... metric tonnes of..... (minor mineral) from the aforesaid area more fully described below on the following condition.

Village: _____

	Boundaries	**Co-ordinates**
On North		
On South		
On West		
On East		

(as shown in the detailed plan along with the co-ordinates annexed with the application)

S.No	Village	Taluka	District	**Survey number**	**Field area (Approx. in Hectares)**	**Mineral**	**Quantity (metric tonne)**

1	2	3	4	5	6	7	8

Particulars	**Amount (in Rs.)**	**Challan No.**	**Date of Payment**
1	2	3	4
Application Fee			
Royalty			
Permit Premium			
Security Deposit			
District Mineral Foundation Contribution			

1. This permit shall be valid for ..... days only.
2. The depth of the pit below the surface shall not exceed six meters.
3. This permit is non-transferable. No other mineral except that for which the permit is granted shall be excavated or removed without proper sanction being obtained from the officer authorized of the Government.
4. When the mining of ninety per cent of the quantity of the mineral is finished, the quarry permit holder shall inform the District Geologist/ District Assistant Geologist and then, the District Geologist/ District Assistant Geologist shall carry out an inspection of the mining area. Even the quarry permit holder should be vigilant enough to be alert to get the inspection on time. The quarry permit holder should be careful to take precautions not to dig or to mine more mass than what is permitted to him.
5. The quarry permit holder should adhere to all terms and conditions pertaining to quarry permit stated under the Tripura Minor Mineral Concession Rules 2017.
6. The quarry permit holder should dig out and transport the allowed mineral only from the permitted areas of the quarry within the limits of quantity endorsed under this permit.
7. The quarry permit holder should implement and maintain the procedure of transit permit or the equivalent mandatorily.

8. If any other minor or major mineral is found during quarrying operations, it shall be reported to the officer authorized of the Government within a week's time after such discovery.

9. The permit holder shall maintain complete and correct accounts of the minerals excavated, quantity removed from the permit area, wages paid and royalty and other charges leviable for this purpose.

10. The permit holder shall allow the District Geologist/ District Assistant Geologist to verify the books of accounts maintained in relation to the mining of the said mineral. The District Geologist/ District Assistant Geologist should also visit the site in question, to tally the amount of quantity actually dug out with the amount of quantity mentioned in the books of accounts of the permit holder. Then, the facts found during the inspection shall be reported to the Director of Industries & Commerce, Agartalaby the District Geologist/ District Assistant Geologist.

11. In the event that the royalty rates are increased by the Government during the tenure of the quarry permit, the permit holder shall pay to the Government, within fifteen days of the date of such notification, the additional royalty, permit premium, security deposit and district mineral foundation contribution amounts.

12. The permit holder shall not commence any quarrying operations without obtaining all applicable environmental clearances for the area.

13. The permit holder shall allow the District Geologist/ District Assistant Geologist to enter and inspect, at any time, the quarrying and mining operations.

14. The permit holder shall immediately report all accidents to the officer authorized of the Government and the District magistrate and the District Superintendent of police of the district in which the permit area is situated.

15. The permit holder shall have no right over the quarry material and other property lying in the permit area after the expiry of the permit.

16. The permit holder shall not cut or damage any trees without prior sanction and without payment of compensation therefore as may be fixed by the Divisional forest Officer or such officer authorized by him in this behalf.

17. If any excess quantity over that permitted quantity is found to be removed, the permit holder shall be liable to pay the amount equal to the value of mineral so removed and shall be liable for punishment under the

provisions of the Indian Penal Code, 1860and the Tripura Minor Mineral Concession Rules,2025.

18. If any breach of these conditions or the provisions of section 15 and section 23C is detected, this permit shall be terminated and the material lying on the site will be seized and dealt with in accordance with applicable laws.
19. Every transportation vehicle of the said mineral should have to be weighed and the receipt of weighing should have to be kept safely on record, mandatorily by the permit holder.
20. As soon as the removal of the material granted under the permit is over, the permit holder shall furnish to the District Geologist/ District Assistant Geologist a complete statement showing the quantities removed, details of transport and usage, parties to whom this material has been sold and prices obtained theref or, and shall produce any details, books etc., for the scrutiny to the District Geologist/ District Assistant Geologist as may be called for by him.
21. After submission of the information contemplated vide para 20 above, District Geologist/ District Assistant Geologist shall visit the area for which permit was given within fifteen days and conduct such survey as may be deemed appropriate to check compliance with the terms of the relevant quarry permit. The said officer shall thereafter submit his report within fifteen days of aforesaid survey to the Commissioner of Geology and Mining.
22. The findings pursuant to para 21 above shall be factored in for determining the final settlement with the quarry permit holder.

Signature of the officer authorized by the Government

Date:

To

(The permit holder)

Shri/Messers.....

.....

Copy to.-

1) The Royalty Inspector/Mines Supervisor.....
2) The Mamalatdar ,Taluka.....
3) The Taluka Development Officer, Taluka.....(in case of privateland)

FORM-F

FORMATOFQUARRYLEASEDEED

(*See*rule29(6))

Block Notification No. and Date:		Tender Document No. and Date:	
Letter of Intent No. and Date:		Grant Order No. and Date:	
Block Name and Address:			

This quarry lease deed ("**Lease**") made at _____on this day of ..... The year_____ between the Government of Tripura (herein referred to as "**The Government**", which expression shall, unless the context otherwise admits, include its successors in office and assignees) of the one part; and

Shri/M/s

_____

(Address)

_____

_____

(herein referred to as "**the Lessee**", which expression, unless the context otherwise admits, include his/theirs executors, administrators, successors and permitted assignees) of the other part.

WHEREAS the Lessee, as the highest bidder has quoted premium payable at the rate of Rs. [amount in rupees] per metric tonne (Rupees [amount in words] per metric tonne) and has applied for carrying out quarrying operations of ordinary sand and to extract, collect or transport, sell and gather the same from the River [Name of the River], area between Survey Number [Survey Number] with total river bed reserve of ordinary sand being [quantity of reserve in metric tonne] metric tonne

AND WHEREAS the Government has decided to grant [area of block in hectare] Hectare Area for ordinary sand for [three/ five] years tenure under this Lease in favour of the Lessee for the plan where of (with boundaries as given below) on the terms and conditions hereinafter appearing on an aggregate royalty payment and aggregate premium payment of Rs. [amount in rupees] (Rupees [amount in words]), out of which an amount corresponding to two years of payment under the lease (i.e. corresponding to [percentage %]) has been deposited in the Government Treasury at [name of the place]

by Challan/e-payment No. [Challan Number] dated [date of Challan]. The remaining amount of royalty payment and premium payment (i.e. corresponding to [percentage %]) shall be paid by the Lessee in[one/three]equal installments in advance prior to the next year.

BOUNDARIES

As per the enclosed map, the four side boundaries of the aforesaid land area are as under and the co-ordinates of boundary pillars are as below:

	Boundaries	**Co-ordinates**
On North		
On South		
On West		
On East		

Now under this Lease, it is here by agreed by and between the parties as follows:

1. The Lease shall be valid for a period of [three/five] years only from the date of its registration.

2. Payments:

(a) The Lessee shall make following payments to the Government:

(i) royalty or dead rent as specified in the Act and the rules made there under. The amount payable as royalty or dead rent may change upon revision in rates by the Government of Tripura from time to time;

(ii) premium i.e. the highest bid as quoted by the Lessee;

(iii) such contribution as may be required under section 15A to designated account of the District Mineral Foundation, as prescribed by the Government from time to time;

(iv) surface rent as may be prescribed under the Tripura Minor Mineral Concession Rules,2025; and

(v) other such amounts as may be required under applicable law, including the Act and the rules made there under.

(b) All payments for each year shall be paid in advance and at least [15 (fifteen)] days prior to expiry of the previous year. The contributions to the District Mineral Foundation shall however be payable based on the actual production at such intervals as may be specified by the Government.

(c) All payments required to be made by the Lessee shall be made net of

all applicable Taxes. In the event, Taxes are payable, the Lessee shall gross-up the amount payable and make payment of the aggregate amount.

3. The Lessee shall extract, collect, gather and remove the ordinary sand from the area specified in the Lease in such a manner that no damage is done to any highway, road, agricultural land, trees or other place of public utility or property. No quarrying operation shall be done within a distance of 50 metres of public utility/properties and 10 metres of the river bank. The mining should be done up to 03 metres depth.

4. The Lessee shall not remove any other mineral except the mineral mentioned in this Lease. If during removal of particular mineral as per the Lease, any other mineral appears to have been excavated or found, the Lessee shall report the said findings immediately in writing to the Director of Industries & Commerce, Agartala and the officer authorized by the Government within fifteen days.

5. In the event of any violation of any of the clauses of this Lease and/ or any provisions of the Tripura Minor Mineral Concession Rules,2025 or the amended rules hereafter Director of Industries & Commerce, Agartala or officer authorized by the Government shall cancel the Lease forthwith.

6. On or after the expiry of the period of the Lease or in the event of the Lease being cancelled before the date of its expiry, the Lessee shall not carry on any quarrying operations or remove any mineral that may have been quarried or collected or gathered. If he is found to be carrying out any quarrying operation or removing minerals after expiry or cancellation of the Lease, he shall be liable for punishment as provided in Section 21 of the Mines and Minerals (Development and Regulations) Act, 1957 and/or Rules made there under for unauthorized removal of minerals.

7. The Lessee shall immediately report all accidents to the officer authorized by the Government or the Director of Industries & Commerce, Agartalaor the District Magistrate and District Superintendent of Police of the concerned district.

8. The Lessee shall maintain boundary marks and pillars on the land in proper order and at their proper places.

9. The Lessee shall keep the Lease with himself and see that no encroachment takes place beyond the area given or any other area occupied by

some other Lessee/s on the Government land. If any trespass, encroachment, injury, disturbance or damage is caused to any person or in respect of Government land or the private land by the Lessee in exercise of its powers under this Lease, the Lessee shall pay an amount determined by the officer authorized by the Government , by way of damage and shall indemnify the Government from and against all claims, damages, suits and demands which may be brought, born our or made by any persons in respect of any such damages, inquiry or disturbance.

10. The Lessee shall have no right to assign, sublet or transfer the possession of the area or any part thereof or any right there in to any one otherwise than in accordance with the Tripura Minor Mineral Concession Rules,2017.

11. The Lessee shall deposit as security, a sum of Rs. 10,000/- (Rupees ten thousand only) by Challan at the concerned District Treasury. No interest shall be payable on the deposit. It shall refund at the end of the tenure of the Lease, only if the Lessee is found to have fulfilled the terms and conditions of the Lease during the tenure of the Lease.

12. The Lessee shall maintain proper accounts of ordinary sand excavated or collected or gathered and removed from the area mentioned above, as may be prescribed under the Tripura Minor Mineral Concession Rules,2017 and shall submit such information and returns as required by the officer authorized by the Government.

13. The Lessee shall allow reasonable facilities and access thereto to the existing and/or future holder of leases over any land which is comprised in or adjoins or is reached by the land held by the Lessee.

14. The Lessee shall obtain an e-royalty passes (issued by Government) or a transit permit under the Tripura Mineral (Prevention of Illegal Mining and Transportation and Storage) Rules, 2017, for the removal of ordinary sand from the said area.

15. Any lease money, tax, fees or other sum due to the Government under the Tripura Minor Mineral Concession Rules,2025 or the rules applicable or under the terms and conditions of this Lease shall be recoverable as an arrear of land revenue.

16. The Lessee shall be bounded by the provisions of any law in force for the time being relating to labor welfare and safety measures.

17. The Lessee shall a bide by all the written directions, orders or rules issued from time to time by the Government and the officer authorized by the Government.

18. The Lessee shall allow any officer authorized by the Central Government or the State Government or the Director of Industries & Commerce, Agartala to enter upon the lease area including any building, tent, enclosure etc., for the purpose of inspecting, examining, surveying and other duties and agent, servants and workmen of the Lessee shall afford, such officers, all facilities and information connected with the working of this Lease.

19. In case of violation by the Lessee of the Mines and Minerals (Development and Regulations)Act,1957 and/or rules made the re under, provisions and instructions laid down by the State Government or the officer authorized by the Government and/or in case failure by the Lessee to deposit the amount of bidding within the stipulated time limit, the officer authorized by the Government will have right to cancel this Lease after giving proper opportunity to the Lessee to represent his/her case.

20. The Industries and Mines Department Resolution No. [●] dated [●] will be part and parcel of this Lease.

21. The Lessee shall abide all the written guidelines issued by Government of Tripura vide resolution no. PIL/2011/MC-M(6)/CHH dated 27/12/12 and IMD Notification no. MCR/102013/3117/CHH dated 13/12/2013 and Ministry of Environment, Forest and Climate Change notification dated 15/01/2016.

22. Save as otherwise provided in terms and conditions of aforementioned Grant Order, all the applicable rules, regulation sand notifications including current rules and future rules issued by the Government and redirect judgment governed by Government will be strictly followed by the Lessee.

23. Notwithstanding anything to the contrary contained herein, in the event of any conflict between the provisions of this Lease, Tender Document, Letter of Intent, Grant Order and the Tripura Minor Mineral Concession Rules,2025, the provisions of the Tripura Minor Mineral Concession Rules,2025, shall prevail.

24. In witness whereof Shri [Name and Designation of Officer], the officer authorized by the Government in this behalf, hereby sets his/her hand hereto and the Lessee hereby sets his/her hand hereto on the day and year and at the

place mentioned above.

Signed, sealed and delivered by [Name and Designation of the officer authorized by the Government],

The officer authorized by the Government for and on behalf of the Governor of Tripura in presence of

1. _____

2. _____

Signed, sealed and delivered by

Shri/

M/s _____

_____

(The Lessee)

In the presence of

1. _____

2. _____

Place:

Date:

FORM G

APPLICATION FOR GRANT/RENEWAL OF A QUARRY LEASE
(see rules (30(1)) and (31(3))

Received at.....

(Placed) on ..... 20..

Signature of Receiving Officer

Dated.....

Recent Photograph of Applicant

To

The.....

Sir,

1. I/We submit an application for grant/renewal of Quarry lease for (name of mineral) for the area described below.

2. A non-refundable fee at the rate of Rs. (rupees five hundred for an area up to 1000 sq mts. and rupees one thousand for an area above 1000 sq.mts) has been paid in the government treasury at and the receipted Challan is enclosed.

3. The required particulars are given below.
i. Name of applicant.....

ii. Nationality of the individual.....

iii. Address of the applicant.....

iv. Details of the area from which the mineral are to be removed

a) Village: .....

b) Taluka: .....

c) District: .....

d) Survey Number: .....

e) Area in square metres: .....

v. Whether the applicant has any quarry lease?

(Only in case of renewal)

vi. Has application for renewal been made on or prior to January 31, 20[●] (Yes/No).
In case the application has been made after January 31, 20[●] but before March 31, 20[●] the reasons for not making an application within the prescribed limit

and seeking condonation of delay must be stated.

I/We am/are fully aware of the provisions of the Tripura Minor Mineral Concession Rules, 2025 and shall abide by them.

Yours Faithfully

Signature of applicant

Note: A self attested copy of the identity and address proof of the applicant should be enclosed along with the application.

FORM H

FORMAT OF QUARRY LEASE

(See rule [31(1)])

Quarry Lease No.

Name and Address of the Lease holder

The above mentioned Shri ..... is granted this Lease on the following conditions to carry out quarrying operations of .....

[NAME OF THE MINERALS]

and to extract and remove the same from the land admeasuring ..... square metres from survey number..... in village ..... Taluka ..... District ..... the of Rs ..... (rupees five hundred for an area up to 1000 sq. mts and rupees one thousand for an area above 1000 sq mtrs. in Government treasury at ..... by Challan No. ..... Date .....

Plan

Boundaries.- The four boundaries of aforesaid land are under.-

On the North

On the South

On the East

and on the West

CONDITIONS

1. The quarry lease holder shall only quarry, extract and remove ..... from the above mentioned land and he shall have no right to remove any other minor minerals except those mentioned herein. If during extraction, any other mineral appears to have been excavated or found, he shall report the finding in writing to the relevant District Magistrate concerned within fifteen days.

2. The quarry lease holder shall pay in advance, royalty on the mineral to be extracted at fifty per cent. of the rate mentioned in Table A of Schedule IV or fifty per cent. of the dead rent mentioned in Table B of Schedule IV, whichever is higher.

3. The quarry lease holder shall pay rupees five per hundred square metres or part thereof as surface rent in advance annually.

4. The quarry lease holder shall also contribute such amounts as may be required under section 15A to designated account of the District Mineral Foundation.

5. The quarry lease holder shall immediately report all accidents to the District Magistrate, the Commissioner the District Magistrate and the District Superintendent of police of the District in which the land is situated.

6. This quarry lease shall remain in force upto 31st March 20 and shall be renewable on a yearly basis on payment of Rs (rupees five hundred for an area upto 1000 sq. mts and rupees one thousand for an area above 1000 sq mts at the option of the District Magistrate.

7. The quarry lease holder shall not commence any quarrying operations without obtaining all applicable environmental clearances for the area.

8. The quarry lease holder shall extract and remove the minor minerals from the notified area specified in the quarry lease in such a manner that no damage is done to any high ways, road, agricultural lands, trees or other places of public utility or property. The quarry lease holder shall not carry on any quarrying operations:

a) within a distance of fifty metres from any road; or

b) within a distance of hundred metres from any state/ national highway or the boundary of any railway line.

9. The quarry lease holder shall not remove any other minor mineral except that mentioned in the quarry lease. If during extraction, any other mineral appears to have been excavated or found, he shall report the finding in writing to the relevant District Magistrate within fifteen days.

10. The holder of the quarry lease shall, at all times, comply with the provisions of the Tripura Minor Mineral Concession Rules, 2025. In the event of any contravention of any of the terms and conditions of this quarry lease or the provisions of the Tripura Minor Mineral Concession Rules, 2025, the Commissioner/District Magistrate may terminate this quarry lease.

11. If the payment of any amount recoverable under this quarry lease is not made within thirty days from the due date the same together with simple interest due thereon at the rate of eighteen per cent per annum, shall be recoverable as an arrears of land revenue and the quarry lease shall be terminated.

12. The quarry lease holder shall maintain the boundary marks and pillars of the land in proper order and on their proper places.

13. The quarry lease holder shall work the notified area systematically, as far as possible, so as to avoid waste. The quarry lease holder shall comply with any direction or advice given by the District Magistrate or an officer authorized by him for the systematic working of the mineral.

14. The quarry lease holder shall not encroach the area which is not granted to him or an area which is occupied by any other person or which is Government

land. If any trespass, encroachment or damage is caused on the area of any other person or on Government land, the quarry lease holder shall be liable to pay an amount as may be determined by the District Magistrate. The quarry lease holder shall indemnify the Government from and against all suits and demands which may be brought by any persons for any damage, injury or disturbance.

15. In case no quarrying operations are carried out in the notified area specified in the quarry lease, for a period of ninety days without any reasonable cause or without permission of the District Magistrate, the quarry lease shall be liable to be terminated after giving the quarry lease holder an opportunity to state his case.

16. On or after expiry of the period of the quarry lease or when the quarry lease is terminated before the date of expiry of the period, after the date of such termination, the quarry lease holder shall not carry on any quarry operation or remove any mineral that may have been excavated. If such quarry lease holder is found to carry out any quarry operation or removing minerals, the quarry lease holder shall be liable for punishment under the provisions of the Tripura Minor Mineral Concession Rules, 2025.

17. The Commissioner or the District Magistrate or any of the officers authorized by him or any of the officers of the Government of India shall be allowed to inspect the notified area at a reasonable time.

18. If the quarry lease holder fails to carry out the instructions issued by the District Magistrate or the Commissioner or any officers authorised by him and violates any, terms of this quarry lease and/ or the provisions of the Tripura Minor Mineral Concession Rules, 2025, as modified from time to time, the District Magistrate shall terminate this quarry lease after giving a notice of thirty days.

This quarry lease has been granted with effect from the ……of ……. in the year 20… at the Office of……

Place:

Day

Authority

Endorsement

1. On expiry of this quarry lease and on the application made on----------for renewal of the quarry lease for one year, the quarry lease is now renewed for the period of one year ending 31st March, 20 . The renewal fee of Rs. ……. (rupees five hundred for an area upto 1000 sq mts. and rupees one thousand for an area above 1000 sq.mts) thereto has been paid at government treasury ……. vide Challan number ……. date …… at the office of the …….

Place:

Date:

Authority

2. On expiry of this quarry lease and on the application made on ..... for renewal of the quarry lease for one year, the quarry lease is now renewed for the period of one year ending 31st March 20 . The renewal fee of Rs. ..... (rupees one thousand for an area upto 1000 sq mts. and rupees one thousand for an area above 1000 sq.mts) has been credited at Government Treasury vide Challan number ..... dated .....

Office of the Authority

Date:

Place:

FORM I

APPLICATION FOR PROSPECTING PERMIT

(See rule 35(3))

Received at.....

(Placed)on .....20..

Signature of Receiving Officer

To

The.....

Dated the.....

Sir,

1) I/We submit anapplication for a prospecting permit for (name of mineral) for the area described below.

2) The required particulars are given below.

i. Name of applicant stating whether he is an individual or it is a company ....

ii. Nationality of the individual or place of registration or incorporation of company .. ..

iii. Profession or nature of business of the applicant .....

.....

iv. Address of the applicant.....

v. Details of the area where the prospecting operations are to be carried out:

a) Village:.....

b) Taluka:.....

c) District: .....

d) Survey Number:.....

e) Area in hectare: .....

vi. Period for which prospecting permit is required.

vii. Details of LOI pursuant to which such prospecting permit is required.

viii. If the land is an occupied land by another person, has the occupant's willingness been ascertained and his letter of consent enclosed?

I/We am/are fully aware of the Tripura Minor Mineral Concession Rules,2017 and shall abide by them.

Yours Faithfully

Signature of applicant

N.B.-If the application is signed by an authorized agent of the applicant, the power of attorney/ board resolution should be attached.

(To be filled in the office of the Officer granting the prospecting permit)

1. Date of grant/refusal of prospecting permit.....

2. Period of grant.....

Place:

Date:

Signature and designation

Of the officer authorized of the Government.

FORM - J

FORMAT OF PROSPECTING PERMIT

(See rule 35(3))

Prospecting permit No .....

. ..... Office

Date.....

Whereas Shri.....applied for grant of prospecting permit for ..... (minor mineral) from Sr.No.....of Village Taluka ..... District ..... under sub-rule (4) of rule 366 of the Tripura Minor Mineral Concession Rules,2025 ("Rules") and the permission is here by granted to the above applicant to carry on prospecting operations for ..... (minor mineral) from the aforesaid area more fully described below on the following conditions.

Village

Bounded on the north by

Bounded on the south by

Bounded on the east by

Bounded on the west by

(as shown in the detailed plan annexed with the application)

1. This permit shall be valid for the area described in the Schedule hereof **("Permit Area**") for conducting prospecting operations for a period of [time period], commencing from the date of the execution of the permit with respect to following minerals(s), [name of the minerals]. It is clarified that the sole purpose of this permit is to facilitate preparation of mining plan with respect to [●].

2. The rights and obligations of the Government and the prospecting permit holder shall be as specified in the Mines and Minerals (Development and Regulation) Act, 1957 ("Act") and the Rules.

3. With out prejudice to the generality of the foregoing.

a) The prospecting permit holder shall:

i. at all times comply with the provisions of the Act, the Rules,

other applicable laws and such instructions as may be issued by the Government;

ii. make prompt payment of royalty and any other payment required to be made by the permit holder;

iii. weigh or cause to be measured or weighed all minerals from time to time won pursuant to this permit, with [number of days] prior notice being given to the Officer Authorized by Director of Industries & Commerce, Agartalaor District Magistrate , in order that he or some person on his behalf may be present thereat;

iv. submit to the Government a full report of the work done by the prospecting permit holder and disclose all information acquired by the prospecting permit holder in the course of the operations carried on under this permit regarding the geology and mineral resources of the area covered by the permit.

b) The Government shall:

i. have the right to appropriate any performance security or bid security, as the case may be, provided by the prospecting permit holder in accordance with terms of such performance security and require the prospecting permit holder to replenish the performance security. In case the performance security has been provided through a security deposit, the security deposit shall not carry any interest; and

ii. have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the prospecting permit holder, but have not been so carried out or performed within the time specified in that behalf, and the prospecting permit holder shall pay the Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

4. If in any event this permit/ the orders of the Government are revised, reviewed or cancelled in pursuance of proceedings under the Act or the Rules, the prospecting permit holder shall not be entitled to compensation for any loss sustained by the prospecting permit holder in exercise of the

powers and privileges conferred upon the prospecting permit holder by these presents.

5.

Place:

Date:

Signature of the officer authorized by the Government

To

(The permit holder)

Shri/Messers.....

.....

.....

SCHEDULE

AREA OF PROSPECTING PERMIT

(Description of area, including Geo-coordinates, to be provided.)

FORM K

APPLICATION FOR SURRENDER OF QUARRY LEASE

(See rule 41(1))

1. Name of lease holder
2. Name and designation of authorized person (if applicable)
3. Address of lease holder
4. Order No. of lease
5. Date of registration of quarry lease deed
6. Period of lease
7. Details of Area

Details of area to be surrendered with map and measurement:

District	Taluka	Village	Survey No.	Area (hectares)	Name of mineral

8. Details, for the last 3 years, of production, dispatch and all applicable payments with respect to the lease area to be surrendered (attach copy of last Challan)
9. Submit documents to evidence for implementation of the approved final mine closure plan
10. Reason for surrender
11. Other necessary details

(Signature)

Declaration

I/We, the under signed hereby declare that I/We intend to surrender the possession of lease area to the Government.

Place Date (Signature

FORM L

TRANSFER APPLICATION

(*See* rule 43(2))

To

[Address]

I/We request for seeking transfer of quarry lease.

S.No.	Item Detail	Particulars
1.	Name of the transfer or/ Lessee	
2.	Address of the transfer or/Lessee	
3.	Name of the transferee	
4.	Address of the transferee	
5.	Date of registration of quarry lease deed	
6.	Registration Number	
7.	Area in hectare	
8.	Name of Mineral	
9.	Whether the transferee is eligible to hold the quarry lease in accordance with the provisions of the Act and the rules made there under?	Yes/No
10.	Whether the transferee is agreeable to accept all the conditions and liabilities under any law for the time being in force which the transferor was subject to in respect of such a quarry lease.	Yes/No
11.	Balance reserve in a mine as per the Mining Plan	
12.	Details of the payment to be made to the Government on transfer by the transferor (amount in Rs.)	
13.	Consideration payable by transferee for the transfer including consideration in respect of work already undertaken	

14	Reports and data generated during operations	

We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you.
The transferee and transferor also undertake to comply with the provisions of "The Tripura Minor Mineral Concession Rules,2025" with respect to the transfer of the quarry lease.

Yours faithfully,
Transferor
.....

Transferee

.....

Place: .....

Date: .....

Instructions to applicants:

a) The application must be signed by a duly authorized representative of the applicants, in case the applicant is a company, partnership, association of persons. In case the applicant is an individual, the applicant must personally sign the application.

b) The corporate authorization of the authorized signatory of the applicant (which is a company) must be enclosed with the application. Any change in such corporate authorization must be immediately intimated to the Government.

c) A self-attested copy of Identity and address proof of authorized signatory of the applicant should be enclosed along with the application.

d) Documentary evidence to confirm eligibility of the transferee to hold the quarry lease in accordance with the provisions of these rules, must be submitted along with the application.

FORM M

FORMAT OF TRANSFER DEED

(See rule 43(4))

The Transfer Deed **(Deed**) is made on this [day] day of [month], [year] between:

1. (Name of the person with address and occupation) (hereinafter referred to as the **"Transferor**" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns); or

   (Name of Company), a company registered under the (Act under which incorporated) and having its registered office at [address] (here in after referred to as the "**Transferor"** which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part;

   And

2. (Name of person with the address and occupation) (hereinafter referred to as the **"Transferee**" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns; or

   (Name of the Company), a company registered under (Act under which incorporated)and having its registered office at [address] (hereinafter referred to as the "**Transferee**" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part;

   And

3. The Governor of Tripura (hereinafter referred to as the **"Government"** which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

   WHEREAS:

A. The Transferor has been granted a quarry lease by the Government in respect of which the Government and the Transferor have executed a quarry lease

deed dated [**date**] and registered as no. [**number**] in connection with the quarry lease (collectively

-Concession Documents) and the same is attached here to as Annexure-A.

B. In terms of the Concession Documents, the Transferor is entitled to search for, win and work mines and minerals in respect of(Name of minerals) in the lands described in the schedules to the Concession Documents (more particularly set out in Schedule), for the term and subject to the payment of the rents, royalties and premium and observance and performance of the Transferor's covenant and conditions in the Concession Documents including a covenant not to transfer the quarry lease in violation of applicable laws.

C. The Transferor has, pursuant to its transfer application letter dated [**date**], requested the Government for its approval in connection with transfer of the quarry lease to the Transferee.

D. The Government has, pursuant to its letter dated [date] approved the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNES SET HAS FOLLOWS:

1. Capitalized terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Concession Documents.
2. The Transferee hereby covenants with the Government that from and after the transfer of the quarry lease, the Transferee shall be bound by, and be liable to perform, observe and conform with and be subject to all the provisions of all the covenants, stipulations and conditions contained in the Concession Documents in the same manner in all respects as if the quarry lease had been granted to the Transferee as the lessee there under and he/ it had originally executed the Concession Documents as such.

3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:

3.1. The Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the quarry lease.

3.2. The Transferor and the Transferee have ensured that the mineral rights over the area for which the quarry lease is being transferred vest with the Government.

3.3. The Transferee acknowledges that he/ it has received a copy of, and has read and understands the Concession Documents, and covenants, agrees and confirms that it shall be bound by all provisions of the Concession Documents as if it was an original party thereto.

3.4. The Transferor hereby declares that he/ it has not assigned or in any other manner transferred the quarry lease now being transferred and that no other person or persons has any right, title or interest where under in the present quarry lease being transferred.

3.5. The Transferee hereby declares that he/ it has accepted all the conditions and liabilities which the Transferor was having in respect of such quarry lease including those relating to provision of performance security etc.

3.6. The Transferor has supplied to the Transferee the original or certified copies of all plans.

3.7. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him/it under Mineral concessions is not in contravention of the provisions of the Tripura Minor Mineral Concession Rules,2025.

3.8. The Transferor has paid all the rent, royalties, and other dues to wards the Government till date, in respect of the quarry lease.

3.9. The Transfer or has paid the sum of Rs……. on transfer, that he is liable to pay at the time of the transfer as per the Tripura Minor Mineral Concession Rules,2025.

3.9.1. The Transferor undertakes to hand over to the Transferee, within a period of seven days of execution of this Deed, borehole cores along with records and samples preserved, if any, all plans, sections, reports, registers and other records maintained in pursuance of the provisions of the Tripura

Minor Mineral Concession Rules,2025 rules or orders made there under, and all correspondence relevant thereto relating to the quarry lease. When the requirements in this regard have been duly complied with, both the Transferor and the Transferee shall forthwith send to the Government, a detailed list of borehole cores, plans, sections, reports, registers and other records that have been transferred.

In witness where of the parties hereto have signed on the, date and year first above written.

For and on behalf of the Government:

_____

Name:

Designation:

For and on behalf of the Transferor:

_____

Name:

For and on behalf of the Transferee:

_____

Name:

FORM N

REGISTER OF QUARRY LEASES

(*See* rule 46)

Sr. No.	**Name and Address of lessee**	**Village**	**Area in hectares**	**Survey No.**	**No. and date of the order granting the lease**	**Date of registration of lease deed**	**Period of lease**	**Minerals**	**Rate of surface rent**
1	2	3	4	5	6	7	8	9	10
Rate of Royalty	**Rate of dead rent**	**Rate of Premium**	**Rate of DMF**	**Details of Performance Security**	**Details of Upfront Payment**	**Date of commence Ment of quarry operation**	**Date of expiry of lease**	**Remarks**	**Signature of officer**
11	12	13	14	15	16	17	18	19	20

FORM O

REGISTER OF QUARRY PERMIT

(See rule 46(2))

Name and address of permit holder	**Date of application**	**Name of mineral**	**Village**	**Taluka**	**Survey No.**	**Area**
1	2	3	4	5	6	7
Quantity permitted	**Date on which Permit is granted**	**Period of Permit**	**Details of royalty, security deposit, permit premium And district mineral foundation contribution received**	**Date of expiry of permit**	**Signature of The officer**	
8	9	10	11	12	13	

FORM P
REGISTER OF QUARRY LEASE
(See rule [46(3)])

Name and address of Lease holder	**Date of application**	**Name of mineral**	**Village**	**Taluka**	**Survey No. and Plot No.**	**Area**
1	2	3	4	5	6	7
Date on which Lease is granted	**Period of lease**	**Details of royalty, security deposit and district mineral foundation contribution received**	**Date of expiry of lease**	**Signature of the officer**		
8	9	10	11	12		

FORM Q

MONTHLY RETURN FOR THE MONTH OF…. (QUARRY LEASE)

(See rule 48(1))

MINE CODE:- QL

(To be submitted before the tenth of month following the month of report)

To,

The District Magistrate,

Office of the Director Industries & Commerce

(Geology and Mining Section),

Dist. ……

PART - I (General and Labour)

1. Name of the Mineral(s):

2. Name and Address of lessee:

   Email Address:

   Mobile Number:

3. Name of Mine:

4. Registration Number of the Mine:

5. Location of the quarry:

   Survey Number:

   Village:

   Taluka:

   District:

   Pin Code:

6. Number of Days mine worked:

7. Payment Details:

Payment Type	**Amount (Rs.)**	**Payment Date**	**Challan/UTR No**
Royalty / Dead Rent			
Auction Premium			
DMF			
Surface Rent			
Others please specify)			

1. (i) Average Daily Employment of Labour / Wages Paid:

Work Place	**Direct Labour**		**Contract Labour**		**Total Salary / Wages (Rs.)**	
	Male	Female	Male	Female	Direct	Contract
Open Cast						
Above ground						
Below ground						
Total						

(ii)Total Salaries paid to technical and supervisory staff during the month:

Work Group	**Total No of Persons**	**Total Monthly Amount (Rs.)**
Technical		
Supervisor		
Administrator		
Total		

PART-II (PRODUCTION, DESPATCHES AND STOCKS)

(Unit of quantity in Metric Tonnes)

1. Grade-wise Production, Dispatches and Stocks of Run-of-Mine Mineral:

Grade	**Opening Stock**	**Production**	**Dispatch**	**Closing Stock**	**PMV (Rs./Metric tonne)**	**Ex-mine price (Rs. / Metric tonne)**
Total						

2. (i) Details of processing plant or mineral is being pulverized inside the lease area or in own factory, (if yes):

Mineral Processed	**Quantity of Run of Mine Mineral Processed/ Pulverized**	**Quantity of Processed/ Pulverized Mineral**	**Reasons (in case, mineral being processed/ pulverized is less than 50%)**
Total			

(ii) Grade-wise Production, Dispatches and Stocks of Processed/Pulverized Mineral:

Grade	**Opening Stock**	**Production**	**Dispatch**	**Closing Stock**	**Ex- mine/ Factory Gate price (Rs./ Metric tonne)**

Total					

(iii)Average cost of pulverization (*) : ₹ _____ per tonne.

3. Details of Deductions used for computation of Ex-Mine price (Rs/Metric Tonne):

Deduction claimed	**Unit (in Rs/unit)**	**Remarks**
a) Cost of transportation (indicate Loading station and Distance from mine in remarks)		
b) Loading and Unloading charges		
c) Railway freight ,if applicable (indicate destination and distance)		
d) Port Handling charges/export duty (indicate name of port)		
e) Charges for Sampling and Analysis		
f) Rent for the plot at Stocking yard		
g) Other charges(specify clearly)		
Total (a) to (g)		

4. Sales/ Dispatches effected for Domestic Consumption and for Exports:

Grade *	**Nature of Dispatch (*indicate whether for Sale or Captive consumpti on or Export)***	**For Domestic Consumption**			**For export**		
		Consignee name and Registration number as allotted by the Government to the buyer ##	**Quantity**	**Sale value**	**Country**	**Quantity**	**F.O.B Value (Rs.)**
TOTAL							

Note:
a) Indicate reasons for work stoppage and number of days of work stoppage.
b) Give reasons for increase/decrease in production, if any, during the month compared to the previous month.
c) Give reasons for increase/decrease in grade wise ex-mine price, if any, during the
month compared to the previous month.
I certify that the information furnished above is correct and complete in all respects. In case of any discrepancy, I will be responsible and liable.
Place:
Date:

Signature:

Name in full:
Designation : Lessee

FORM R

ANNUAL RETURN FOR THE YEAR ENDING 31ST MARCH 20 ...

(QUARRY LEASE)

(See rule 48(1(b)))

To,

(1) The Director,

Department of Industries & Commerce,

Geology and Mining Section,

Shilpa Udyog Bhawan,

Khejurbagan, Pin-799006

(2) The District Geologist

Magistrate Office,

Concern District

PART-I (General)

1.Details of the Mine:-	
(a) Registration number	
(b) Mine Code	
(c) Name of the Mineral	
(d) Name of Mine	
(e) Name(s) of other mineral(s), if any, produced from the same mine	
(f) Area under lease (hectares):	
(g) Date of registration of quarry lease deed	
(h) Period of lease	

2.Locationofthe Mine

Village	
Survey Number	
Tehsil/Taluka	
District	
State and PIN Code	
Fax No.	
Phone No.	
3.Name and Address(s) of Lessee (along with fax no. and e-mail) :-	
Name of Person	
Village	
Post Office	
Taluka	
District	
Pin Code	
Fax No.	
Phone No.	
e-mail address	
4.Lease area (surface area) utilization as at the end of year(hectares):	
(i)Al ready exploited and abandoned by opencast (O/C) mining	
(ii)Covered under current (O/C) Workings	
(iii)Reclaimed/rehabilitated	

(iv)Used for waste disposal	
(v)Occupied by plant, buildings, residential, welfare buildings and roads	
(vi)Used for any other purpose (specify)	
(vii)Work done under progressive mine closure plan during the year	
13. Ownership/exploiting Agency of the mine: (Public Sector/ Private Sector/Joint Sector)	

PART-II (Employment and Wages)

1. Number of technical and supervisory staff employed at the mine		
Description	Wholly employed	Partly employed
Graduate Mining Engineer		
Diploma Mining Engineer		
Geologist		
Total		
2.Days Worked		
(i)Number of days the mine worked:		
(ii)No. of shifts per day:		
	Reasons	No of days
(iii) Indicate reasons for work stoppage in the mine during the year (due to strike, lockout, heavy rain, non-availability of labour, transport bottleneck, lack of demand, uneconomic operations, etc.) and the number of days of work stoppage for each of the		

factors separately.		

3. (i) Employment of Labour and wages paid*:-

Maximum number of persons employed on any one day during the year:

(i) In workings on (date).....(a) (number).....

(ii) In all in the mine on (date).....(a) (number).....

ii) Total salaries paid to technical and supervisory staff employed in the mine during the year (in Rs.)

iii)

	Total number of man days Worked during the year			No.of days worked during The year	Average daily number of persons employed			Total Wages / Salary for the year (Rs)
	Direct	Contract	Total		Male	Female	Total	

* To include all employees exclusive to the mine and attached factory, workshop or mineral dressing plant at the mine site

PART-III (Consumption of Materials)

1. Quantity and cost of material consumed during the year			
Description	Unit	Quantity	Value(Rs.)
(i) Fuel			

(ii)Lubricant			
(iii)Electricity			
(iv)Explosives			

PART-IV (General Geology and Mining)

(Items 2 and 3 to be submitted separately for each mineral)

1. Exploration

1(i) Exploration activities during the year:

		At the Beginning of the year	**During the year**	**Cumulative**	**Grid spacing/ Dimension**
Drilling	No of holes				
	Metrage				
Pitting	No of pits				
	Excavation (inm3)				
Trenching	No of trenches				
	Excavation (in m3)				
	Length covered (in metre)				
Expenditure on exploration (Rs)					

1 (ii). Any other exploration activity during the year:

2. Reserves and Resources estimated (in tonnes).

Classification	**Code**	**At the beginning of the year 1.4.20____**	**Assessed during the year**	**Depletion of reserves during the year**	**Balance resources as on 31.3.20___**
(1)	(2)	(3)	(4)	(5)	(6)=(3+4-5)
A. Mineral Reserve					
1. Proved Mineral Reserve	111				
2.Probable mineral Reserve	121				
	122				
3.Total Reserves					
B. Remaining Resources					
1.Feasibilitymineral Resource	211				
2.Prefeasibility mineral resource	221				
	222				
3. Measured mineral resource	331				
4. Indicated mineral resource	332				
5.Inferred mineral resource	333				

6.Reconnaissancemineral resource	334				
7. Total remaining Resources					
Total (A+B)					

3. Sub-grade/Mineral Reject (in tonnes)
(Information to be given in respect of mineral fractions generated and stacked/dumped below cut-off grade and above threshold value, if prescribed, having no immediate sale value)

Generation of sub-grade-mineral reject (in tonnes)	**At the beginning of the year**	**Generated during the year**	**Disposed during the year**	**Total stacked at the end of the year**	**Average grade of the mineral reject generated**
from un processed ore					
From processed ore					

4. **Overburden and Waste (in m3)**
(Information to be given in respect of overburden/ waste and mineral fractions generated below threshold value, if prescribed)

At the beginning of the year	**Generated during the year**	**Disposed during the year**	**Back filled during the year**	**Total at the end of the year**

5. Trees planted/ survival rate

Description	**Within lease area**	**Outside lease area**
i) Number of trees planted during the year		

ii) Survival rate in percentage		
iii) Total no. of trees at the end of the year		

6. **Type of Machinery**: Give the following information for the types of machinery in use such as hoist, fans, drills, loaders, excavators, dumpers, haulages, conveyors, pumps, etc.

Type of machinery	**Capacity of each type of machinery**	**Unit (in which capacity is reported)**	**No. of machinery**	**Electrical/ Non-electrical (specify) machinery**	**Used in opencast/ underground (specify)**

7 (i) **Details of mineral Treatment Plant**, if any: Give a brief description of the process capacity of the machinery deployed and its availability. (Submit Flow Sheet and Material Balance of the Plant separately).

7 (ii**) Furnish following information**:

Item		**Tonnage**	**Average Grade**
Feed:			
Concentrates / processed products :	(mention name)		
By-products /Co-products:	(mention name)		
Tailings:			

PART-V (Payments)

Payment Type	**Opening balance (Rs.)**	**Paid during the year**	**Amount required to be paid as per mineral dispatched / minimum production requirement**	**Closing balance**
Royalty				
DMF				
Dead Rent				
Surface Rent				
Auction Premium				
Penalty				
Any other payment (please specify)				

Compensation paid for felling trees during the year (in Rs.)

PART-VI (PRODUCTION, DESPATCHES AND STOCKS)

1. Grade-wise Production, Dispatches and Stocks of Run-of-Mine Mineral:

Grade	**Opening Stock**	**Produc-tion**	**Dispatch**	**Closing Stock**	**PMV (Rs./Metric tonne)**	**Ex-mine price (Rs./ Metric tonne)**
Total						

2. (i) Details of processing plant or mineral is being pulverized, inside the lease area or in own factory, (if yes):

Mineral Processed	**Quantity of Run of Mine Mineral Processed/ Pulverized**	**Quantity of Processed / Pulverized Mineral**	**Reasons (in case, mineral being processed/ pulverized is less than 50%)**
Total			

(iii) Grade-wise Production, Dispatches and Stocks of Processed/Pulverized Mineral:

Grade	**Opening Stock**	**Production**	**Dispatch**	**Closing Stock**	**Ex-mine/ Factory Gate price (Rs./ Metric tonne)**
Total					

(iv)Average cost of pulverization (*) : ₹ _____ per tonne.

3. Stocks of mineral at the beginning of the year.

	At Quarry	**At any other place (to be specified)**
Crude /ROM		
Processed		
Grand Total		

4. Stocks at the end of the year:

	At Quarry	**At any other place (to be specified)**
Crude / ROM		

Processed		
Grand Total		

5. Details of Deductions used for computation of Ex-Mine price (Rs/Metric Tonne):

Deduction claimed	**Unit (in Rs/unit)**	**Remarks**
a) Cost of transportation (indicate Loading station and Distance from mine in remarks)		
b) Loading and Unloading charges		
c) Railway freight ,if applicable (indicate destination and distance)		
d) Port Handling charges/ export duty (indicate name of port)		
e) Charges for Sampling and Analysis		
f) Rent for the plot at Stocking yard		
g) Other charges (specify clearly)		
Total (a) to (g)		

6. Sales/ Dispatches effected for Domestic Consumption and for Exports:

Grade*	**Nature of Dispatch (*indicate whether For Sale or Captive consumption or Export)***	**For Domestic Consumption**			**For export**		
		Consignee name and Number as allotted by the Government to the buyer ##	**Quantity**	**Sale val**	**Country**	**Quantity**	**F.O.B Value (Rs.)**
Total							

Note:
a) Indicate reasons for work stoppage and number of days work stoppage.
b) Give reasons for increase/decrease in production, if any, during the month compared to the previous month.
c) Give reasons for increase/decrease in grade wise ex-mine price, if any, during the month compared to the previous month.

PART-VII: COST OF PRODUCTION

Cost of production per metric tonne of mineral produced		
Sr. No.	**Item**	**Cost Per metric tonne**
1	Direct Cost	
	(a)Exploration	
	(b)Mining	
	(c)Beneficiation (Mechanical Only)	
2	Over-head cost	
3	Depreciation	
4	Interest	

5	Royalty	
6	Taxes	
7	Dead Rent	
8	Auction Premium	
9	DMF	
10	Others (specify)	
	Total	

(Self-Appraisal form)

1.	Details of Mining Plan/Scheme of Mining Approved on last Occasion	Reference No. of Approval Letter				
		Approving Authority				
		Five year Implementation Period (Financial Year)	From		To	
2.	Details of Modification sought/approved	Whether modification sought?	Yes		No	
		If yes, state reasons of seeking such modifications				
3.	**COMPLIANCE OF SALIENT FEATURES OF THE MINING PLAN / SCHEME OF MINING DURING THE YEAR**					
	ACTIVITY	Proposal made in approved MP for the reporting year	Actual Implementation During the year			

	MINING	Category A/B		
		Site of Mining (Mention position of working and R.L.)		
		Quantum of Waste		
		ROM Production		
		Grade wise Mineral Production		
		Bench Formation with R.L.		
		Stripping ratio		
		Top RL Bottom RL		
	SOLID WASTE MANAGE MENT	Site of Waste Disposal (Mention position and R.L.)		
		Mode of Waste Disposal and waste Dump Configuration (Advancing/Retreating method with number of lifts)		

		Waste Dump Stabilization/ Garland drain/ Retaining wall		
		Check dams/settling tanks		
	BLASTI NG	Mode of Blasting (J/H Pop, Plaster shooting and Deep Hole)		
		Explosive Storage		
		Precaution against flyin g fragments, ground vibration		
	MINEDRAIN AGE	Likely depth of mining below water table		
		Expected pumping of subsurface water		
		Mode of disposal of subsurface water		
	MINERAL BENEFICIATION	Feed quantity and Grade		
		Product quantity and Grade		

		Tailing quantity and Grade		
		Site of Tailing Disposal		
		Tailings Dam Management Preventive measures envisaged		
	ENVIRONMENT MANAGEMENT	Afforestation with type of species		
		Reclamation and Rehabilitation of Land		
		Ambient air quality		
		Water quality		
		Noise Level		
		Precautions undertaken for temporary Closure of mine		
	COMMUN	Drinking water (In Rupees)		

	SOCI	Transport (In Rupees)		
		Health (In Rupees)		
		Sanitation (In Rupees)		
		Education (In Rupees)		
		Sports (In Rupees)		
		Recreation Facility (In Rupees)		
		Employment (In Rupees)		
		Housing (In Rupees)		
		Infrastructure ((In Rupees) Roads/ Public transport/ communication /electricity		
4	Constraints faced at the mines during reporting year while implementing the salient features of the mining plan/ scheme of mining			
5	Corrective action envisaged by mine management for rectification of the deviation in implementation of salient feature of the mining plan/scheme of mining			
6	Any other information to be included			

I certify that the information furnished above is correct and complete in all respects. In case of any discrepancy, I will be responsible and liable.
Place:
Date:

Signature:
Name in full:
Designation: Lessee

FORM S
MONTHLY RETURN FOR THE MONTH OF.....
(QUARRY PERMIT)
(*See* rule 48(2))

MINE CODE:- QP

(To be submitted before the tenth of month following the month of report)
To,
The District Magistrate,
Office of District Magistrate,
Concern District

PART - I (General and Labour)

1. Name of the Mineral:

2. Name and address of permit holder:

3. Location of the quarry.

Village:

Post Office:

Taluka:

District:

4. Number of Days mine worked:

5. Quantity for which Permit is granted:

6. (i) Average Daily Employment of Labour/Wages Paid :

Work Place	**Direct Labour**			**Contract Labour**			**Wages (Rs.)**	
	Male	Female	Adolescent	Male	Female	Adolescent	Direct	Contract
Open								
	Male	Female	Adolescent	Male	Female	Adolescent	Direct	Contract
Cast								
Above ground								
Below ground								

(ii) Total Salaries paid to technical and supervisory staff during the month:

Work Group	**Total No of Persons**	**Total Monthly Amount (Rs.)**
Technical		
Supervisor		
Administrator		
Total		

PART-II (PRODUCTION, DESPATCHES AND STOCKS)
(Unit of quantity in Metric Tonnes)

7. Grade-wise Production, Dispatch and Stocks of Run-of-Mine Mineral:

Grade	**Opening Stock**	**Production**	**Dispatch and Used**	**Closing Stock**	**PMV (Rs./ Metric tonne)**	**Ex-mine price (Rs./ Metric tonne)**
Total						

8. (i) Details of processing plant or mineral is being pulverized inside the area where permit is granted for mining. (if yes):

Mineral	**Capacity**	**Type of operation**	**Conversion rate**	**Operational or not**	**Remarks**

(ii) In case the Mineral is processed/pulverized.

Mineral Processed	**Quantity of Run of Mine Mineral Processed/ Pulverized**	**Quantity of Processed/ Pulverized Mineral**	**Reasons (in case, mineral processed / pulverized is less than 50%)**

Total			

(iii) Grade-wise Production, Dispatch and Stocks of Processed/ Pulverized Mineral:

Grade	**Opening Stock**	**Production**	**Dispatch**	**Closing Stock**	**Ex-mine/ factory gate price (Rs./Metric tonne)**
Total					

I certify that the information furnished above is correct and complete in all respects. In case of any discrepancy, I will be responsible and liable.

Place:

Date:

Signature:

Name in full of Permit Holder

FORM U

FORMAT OF REVISION APPLICATION OR PASSING OF ORDER

(See Rule 49(1(b)) and 49(2(b)))

To
[Address]

I/We submit the following application for revision of the order / passing of an order which has not been passed within the required time period.

S.No.	Item Detail	Particulars
1.	Name and address of applicant (In case of a firm or other association of individuals, provide names and addresses of each person constituting the firm or the association of individuals, as the case may be.)	
2.	Purpose of the application (Revision of an order passed / Request for passing of an order where such an order has not been passed within the time period prescribed)	
3.	Full details of the order of the officer authorized by the Government or Government, as the case may be, against which the revision application is made (copy to be enclosed)	
4.	In case of application for revision of an order, date of communication of the order to the applicant. OR In case of request for passing of an order, the date on which the date on which the time period for passing such order expired.	
5.	Application fee payable	
6.	Name of bank, demand draft or challan number with date, through which application fee has been paid.	

7.	Mineral or minerals for which the application is filed	
8.	Details of area with respect to which the application in filed a) District b) Taluka c) Village d) Survey No.	
9.	Whether the application is filed within the prescribed time period.	
10.	If not, the reasons for not presenting it within the prescribed limit and seeking condonation of delay.	
11.	Name and complete address of the party/parties impleaded. Reasons for impleading him/them should also be mentioned.	
12.	Number of copies of petition attached (Petition is to be submitted in triplicate if no party is impleaded. Besides these, for each party impleaded one additional copy is to be enclosed)	
13.	Grounds of revision	
14.	Any additional information the revisionist desires to furnish.	

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you.
Place:
Date:

Signature of the applicant

Instructions to applicants:
a) The application must be signed by a duly authorized representative of the applicant, in case the applicant is a company. In case the applicant is an individual, the applicant must personally sign the application. In case of a firm or association of individuals, all the persons constituting the firm or association of individuals shall sign the application.
b) The corporate authorization of the authorized signatory of the applicant (which is a company) must be enclosed with the application. Any change in such corporate authorization must be immediately intimated to the Government.
c) The application must be filed in triplicate.

FORM V
FORMAT OF FINANCIAL ASSURANCE
(*See* rule 2(1)(d))

[Reference number of the bank] [date]
To
[District Geologist/ District Assistant Geologist / Officer authorized by the Director of Industries & Commerce Department, (Geology and Mining Section) Agartala]
Shilpa Udyog Bhawan,
Khejurbagan, Agartala, 799006]

WHEREAS
A. **[Name of the [Successful Bidder/ holder of a letter of intent]** incorporated in India under the Companies Act, 2013 with corporate identity number [CIN of the Successful Bidder/ holder of letter of intent], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **OR** [an individual who is citizen of India, having income tax permanent account number [number], residing at [address]] (the ["**Successful Bidder**"/ "**LOI Holder**"]) is required to provide a bank guarantee for an amount equal to INR [*figures*] (Indian Rupees [*words*]) as a financial assurance valid until [*date of expiry of performance bank guarantee*] ("**Expiry Date**").
B. The financial assurance is required to be provided to **District Geologist/ District Assistant Geologist34 / Officer authorized by the Director of Industries & Commerce Department**, (the "**State**") for discharge of certain obligations [under the Tender Document dated, [date] with respect to auction of [particulars of auction] and the quarry lease deed to be executed between the State and the [Successful Bidder/ LOI Holder] (collectively the "**Deed.)**
We, [***name of the bank***] (the "**Bank"**) at the request of the [Successful Bidder/ LOI Holder] do hereby undertake to pay to the State an amount not exceeding INR [***figures***] (Indian Rupees [***words***]) **("Guarantee Amount**") to secure the obligations of the [Successful Bidder/ LOI Holder] under the Deed on demand from the State on the terms and conditions contained herein.
NOW THEREFORE, the Bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee (the "**Guarantee**") on behalf of the [Successful Bidder / LOI Holder] in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the State, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the State needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and

notwithstanding any dispute or difference between the State and [Successful Bidder/ LOI Holder] on any matter whatsoever. The Bank undertakes to pay to the State any money so demanded notwithstanding any dispute or disputes raised by the [Successful Bidder/ LOI Holder] in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the State of the amounts payable by the Bank to the State shall be final, binding and conclusive evidence in respect of the amounts payable by [Successful Bidder/ LOI Holder] to the State under the Deed.

3. The Bank hereby waives the necessity for the State from demanding the aforesaid amount or any part thereof from the [Successful Bidder/ LOI Holder] and also waives any right that the Bank may have of first requiring the State to pursue its legal remedies against the [Successful Bidder/ LOI Holder], before presenting any written demand to the Bank for payment under this Guarantee.

4. The Bank further unconditionally agrees with the State that the State shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to: (i) vary and/or modify and of the terms and conditions of the Deed; (ii) extend and / or postpone the time for performance of the obligations of the [Successful Bidder/ LOI Holder] under the Deed, or (iii) forbear or enforce any of the rights exercisable by the State against the

[Successful Bidder/ LOI Holder] under the terms and conditions of the Deed and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the [Successful Bidder/ LOI Holder] or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature what so ever.
6. The Bank agrees that State at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the [Successful Bidder/ LOI Holder].
7. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect during the period specified in the Deed and that it shall continue to be enforceable till all the obligations of the [Successful Bidder/ LOI Holder] under or by virtue of the said Deed with respect to the financial assurance have been fully paid and its claims satisfied or discharged or till the State certifies that the terms and conditions of the Deed with respect to the financial assurance have been fully and properly carried out by the [Successful

Bidder/ LOI Holder] and accordingly discharges this Guarantee. Notwithstanding anything contained herein, unless a demand or claim under this Guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this Guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment there under and the State shall have no claim against the Bank for making such payment.

9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of Tripura.

10. The Bank has the power to issue this Guarantee in favour of the State. This Guarantee will not be discharged due to the change in the constitution of the Bank.

11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the State in writing.

12. The State may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the **[District Geologist/ District Assistant Geologist / Officer authorized by the Commissioner of Geology and Mining, Tripura**].Save as provided in this Clause 12, this Guarantee shall not by assignable or transferable.

13. Notwithstanding anything contained herein,

    a. the liability of the Bank under this Guarantee shall not exceed the Guarantee Amount; and

    b. this Guarantee shall be valid up to the Expiry Date.

14. The Bank is liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if the State serves upon the Bank a written claim or demand on or before the Expiry Date.

Dated the [day]day of[month][year]for the Bank.

In witness where of the Bank, through its authorized officer, has set its hand and seal.

_____

(Signature)

_____

(Name and Designation)

(Bank Seal)

6. Name and address of Agent:

7. Name and address of Mining Engineer:

8. Date of temporary discontinuance:

9. Reasons for temporary discontinuance:[Please tick whichever is applicable]

   (i) Lack of demand

   (ii) Non-availability of labour

   (iii) Rains

   (iv) Transport bottleneck

   (v) Strike/Lockout

   (vi) Operations becoming un-economic

   (vii) Other reasons(specify)

10. Probable date of re-opening of the mine:

Signature

Place

Name in full

Date

Designation (lessee)

By the order Government of Tripura.